CLERK OF THE CIRCUIT COURT

COUNTY

STATE OF MARYLAND

# LAND RECORDS

(CHATTEL & MORTGAGE RECORDS)

HALL OF RECORDS COMMISSION

STATE OF MARYLAND

ALLEGANY COUNTY
STATE OF MARYLAND

# LAND RECORDS

(CHATTEL & MORTGAGE RECORDS)

HALL OF RECORDS COMMISSION

STATE OF MARYLAND

#### STATE OF MARYLAND

#### HALL OF RECORDS

MORRIS L. RADOFF

ANNAPOLIS

I hereby certify that the Land Records microfilmed herein, contained on this roll of film, are the actual records of the Clerk of the Circuit Court for this County, State of Maryland.

These records are being microfilmed pursuant to Chapter 504, Acts of 1949, which requires the Clerks to file with the Land Offics microfilmed copies of the Land Records in lieu of the abstracts which were previously required.

These microfilms are being produced by the Hall of Records Commission.

Clerk of Circuit Court

For Megany County

Date Dearnhed 10; 1952.

J. E. B.

300

### 100 PAGE 388

Attorney and agent for the within named mortgages and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make eath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgages.

Wifferes my hand and Notarial Seal the day and year aforesaid.

STATE OF Dhis COUNTY OF Summer TO WIT:

Hundred and Fifty-three, before me, the usbecribed, a Notary Public of the State of Office, in and for said County, personally appeared Paul B. Neuhauser, and Beulah A. Neuhauser, his wife, the said mortgagors herein and they said the aforegoing mortgage to be their act and deed.

WITNESS my hand and Notarial Seal the day and year aforesaid.

THOMAS G. FOWKES, Natary Public My Commission Expires Aug. 12, 1956

Thomas & Friends

FILED AND RECORDED OCTOBER 2" 1953 at 11:50 A.M.

Unit Minitable, Made this 3° Tall day of September
in the year Nineteen Hundred and fifty-three \_\_\_\_\_\_\_, by and between

----WILLIAM B. LIVINGSTON and RUTH A. LIVINGSTON, his wife---
of \_\_Allegany \_\_\_\_\_\_ County, in the State of \_\_Maryland \_\_\_\_\_\_
parties \_\_of the first part, and FROSTEURG NATIONAL BANK, a metional banking corporation duly incorporated under the laws of the United States of America, with its principal office in

mi Frostburg, Allegany \_\_\_\_\_ County, in the State of \_\_Maryland \_\_\_\_\_\_ of the second part, WITNESSETH:

### UNER 300 PAGE 389

Whereas, the said parties of the first part are justly indebted unto the said party of the second part, its successors and assigns, in the full sum of

payable one year after date of these presents, together with interest thereon at the rate of six per centum (6%) per annum, payable quarterly, as evidenced by the joint and several promissory note of the parties of the first part payable to the order of the party of the second part, of even date and tenor herewith, which said indebtedness, together with interest as aforesaid, the said parties of the first part hereby covenant to pay to the said party of the second part, its successors and assigns, as and when the same is due and payable.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said part les of the first part do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, lts successors was and assigns, the following property, to-wit:

ALL that lot, piece or parcel of ground lying and being in Allegany County, Maryland, situate in the Town of Prostburg on Pirst Allegand known and distinguished as part of Lot No. 27 of McCulloh's Addition to said Town, and more particularly described as follows:

BEGINNING for the same at the intersection of the Southerly side of First Alley and the Easterly side of Tenth Alley, and running thence with said side of Tenth Alley and with the third line of said whole lot reversed, South twenty-nine degrees West fifty-five feet, thence with part of the second line of the whole lot reversed South sixty-one degrees East fifty feet, thence running across said whole lot by a line parallel to the third and rear line thereof, North twenty-nine degrees East fifty-five feet to the Southerly side of First Alley, thence with said side of First Alley and with part of the fourth line of the whole lot reversed, North sixty-one degrees West fifty feet to the place of beginning.

IT being the same property which was conveyed to the parties of the first part herein by Chalmer N. Livingston et ux, by deed of ev date herewith and intended to be recorded among the Land Records of Allegany County, Maryland, prior to the recordation of this mortgage.

THIS MONTGAGE SECURES PART OF THE PURCHASE PRICE OF THE PROPERTY HEREINBEFORE DESCRIBED AND IS A PURCHASE MONEY MORTGAGE.

Cogether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

And it is Agreed that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are bereby declared to be made in trust, and the said party.

P. Series

	a successors	helps uncertagnished states and a	A PARTIES
agents are hereby authorized and terms of sale in sor at public auction for cas all expenses incident to the party selling or mal gage, whether the same to the said parter and paid by the mortger And the said pending the existence of	orized and empowered, at thereof as may be not at thereof, his, her or that:  By giving at less me newspaper published in the proceeds arise such sale, including all the king said sale; secondly, the shall have been then must be first part. The life above power but no sale gor a. their departies of the first part in the first part in the life above power but no sale gor a. their departies of the first of this mortgage, to keep	part further covenant to insure forth p insured by some insurance company or	me to the made in e, manner le shall be ayment of er cent. to this mortage it over in case of be allowed with, and companies
		the improvements on the hereby mortgag	red land to
the amount of at least_	Three Thousand		Dollars,
and to cause the policy	y or policies issued ther	efor to be so framed or endorsed, as in c	
or other losses to inure	to the benefit of the mo	rigagee , 1ts successors	_BERE or
assigns, to the extent of	yith in possession of th	lien or claim hereunder, and to	place such effect said
Witness: (as to be	. Z. 10	i de la biorgia	
- Caa m		WILLIAM B. LIVINGSTON  Puth A. Shiring How  RUTH R. LIVINGSTON	[Seal]
		WILLIAM B. LIVINGSTON  Path A. Shiring Hour RUTE A. LIVINGSTON	Enc[Seal]
State of Mary Allegany Cour	land,	William B. LIVINGSTON  Path A. Shiring Hour RUTH B. LIVINGSTON	Lac [Seal]
State of Mary Allegany Cour	land,	William B. Livingston  Path A. Shii ng Han  RUTH H. LIVINGSTON	[Seal]
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State of Mary Allegany Cour I hereby t	land, ny, io-wit: Priify, That on this ndred and <u>Eifty-th</u>	day of Saptambar	
State of Aury Allegany Cours  I hereby to in the year nineteen huse a Notary Public of the	land, niy, io-wit: certify, That on this ndred and	day of Saptambar  page , before me, the d for said County, personally appeared	
Allegany Course in the year nineteen hus a Notary Public of the WILLIAM B. LIV	certify, That on this ndred and fifty-th State of Maryland, in an	day of September  page — , before me, the d for said County, personally appeared A. LIVINGSTON, his wife,	subscriber
State of Mary Allegany Course in the year nineteen hus a Notary Public of the WILLIAM B. LIV and each ackn	lund,  ty, to-wit:  criffy, That on thiandred and fifty-th  State of Maryland, in an  INGSTON and RUTH  owledged the aforegoing	day of September  rea, before me, the  d for said County, personally appeared  A. LIVINGSTON, his wife,  mortgage to betheir respective	subscriber
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Allegang Course Allegang Course of Mary Allegang Course of the within named more more and be within named more more and be true and be within named more more and be true and be within named more more and be true and be within named more more and be a second or the last true and be a second or the	criffy, That on this.  criffy, That on this.	day of Saptamber  rea	subscriber  TZBURG,  ion in said at he is
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This Mortgage, Made this 1-17 day of Ocroner in the
the Window Window Back and Back and Control of the State
year Nineteen Hundred and Forty Fifty-three by and between
Cherles O. Bagant and Boselle C. Bagent, his wife,
of Allegany County, in the State of Maryland
parties of the first part, hereinafter called mortgagors , and First Federal Savings and Loan
Association of Cumberland, a body corporate, incorporated under the laws of the United States of
America, of Allegany County, Maryland, party of the second part, hereinafter called mortgages,
WITNESSETH:
Whereas, the said mortgagee has this day loaned to the said mortgagor s , the sum of
Ten Thousand Six Hundred 00/100 (\$10,600.00) Dollars,
which said sum the mortgagor s agree to repay in installments with interest thereon from
the date hereof, at the date of 5 per cent, per annum, in the manner following:
By the payment of Eighty-three 85/100 = - (\$83.85) = - Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (8) towards the payment of the aforestial principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.
Now Cherefore, in consideration of the premises, and of the sum of one dollar in hand said, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, or order with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, see and confirm unto the said mortgages, its successors or assigns, in fee simple, all the following described property, to-wit:
FIRST PARCEL: All those lots, pieces or parcels of ground situated, lying and being in LaVale, Allegany County, Maryland, and known as all of Lot No. 5 and the Southwesterly one-half of Lot No. 6 of Weires Addition, which said property is more particularly described in one parcel as follows:
BEGINNING for the same at a point on the Southeasterly side of Weires Avenue at the end of a line drawn South 48 degrees 45 minutes West 400 feet from the intersection formed by the Southwesterly side of Eleanor Street (formerly known as Shanks Lene) and the

line North 41 degrees 15 minutes West 138 feet to the point of be-

BEING the same property which was conveyed unto the parties of the first part by deed of Clement J. Cosgrove and Agnes B. Coegrove, his wife, dated the 24th. day of April, 1953, and recorded in Liber No. 249, folio 463, among the Land Records of Allegany County, Maryland.

SECOND PARCEL: All those lote or percels of ground lying on and near Hill Street in the City of Cumberland, Allegany County, Maryland, known se Lot No. 10 in Thomas Shriver's Addition, Cumberland, which said Addition is recorded in Liber No. 95, folio 124, one of the Land Records of Allegany County, Maryland, and a lot lying in the rear of said Lot No. 10, and more particularly described as follows:

BEGINNING at a stake standing on the Westerly side of Hill Street in Thomas Shriver's Addition to Cumberland, Maryland, at the end of the first line of Lot No. 9, and running then with said Street North

30 degrees 10 minutes East 30 feet, then North 59 degrees 50 minutes West 135 feet to an alley 16 feet wide, and with it South 30 degrees 10 minutes West 30 feet to the end of the second line of Lot No. 9, and with it reversed South 59 degrees 50 minutes East 135 feet to the beginning.

THIRD PARCEL: Also all that lot or parcel of ground in the rear of eaid lot and running back of eaid alley 30 feet wide and 619 feet

BEING the same property which was conveyed unto the parties of the first part by deed of Milton Gerson, Trustee, deted November 5, 1951, and recorded in Liber No. 236, folio 450, one of the Lend Records of Allegeny County, Maryland.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this

The Mortgagore covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagor s hereby warrant generally to, and covenant with, the said mor gages that the above described property is improved as herein stated and that a perfect fee simp title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Ungether with the buildings and improvements thereon, and the rights, roads, ways, privileges and appurtenances thereunto belonging or in anywise appertaining.

Un have and is hald the above described land and premises unto the said mortgages, its successors and assigns, forever, provided that if the said mortgagor e , that r heirs, executors, administrators or assigns, do and shall pay to the said mortgages, its successor assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants here on that roart to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgager s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgager s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgages, its successors or assigns,

have then matured or not; and as to the balance, to pay it over to

MR 300 PAGE 393

heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor shall representatives, heirs

And the said mortgagors , further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Tan Thousand Six Hundred 00/100 --- Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the

At b the said mortgagor s , as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgage, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgage is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgager s , for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 18th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no mortgagors to keep the buildings on said property in good condition of repair, the mortgage may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors that heirs, personal representatives or should the same be encumbered by the mortgagors that he

the mortgagee's written consent, or should the same be encumbered by the mortgagors . their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediatly become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after thirty days or after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty consecutive days.

Witness, the hand and sealed the said mortgagor s.

laharles, O. Bagent (SEAL) Charles O. Begent

Revella C. Bagent (SEAL)

State of Margland.

Allegung County, to-wit: 3 hereby rertify, That on this 137 day of Ocrones

in the year nineteen hundred and forty Fifty-three a Notary Public of the State of Maryland, in and for said County, personally appeared

Charles O. Bagent and Rosella C. Bagent, his wife,

the said mortgagor s herein and thay acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared. Gaorge W. Lagge. Attorney and agent for the within named mortgagee and made oath in due form of law, that the ation in said mortgage is true and bons fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said

hand and Notarial Seal the day and year aforesaid.

FILED AND RECORDED OCTOBER 2" 1953 at 9:50 A.M.

# This Mortgage, Made this

September in the year minetoen hundred and fifty-three

. by and between

Martha E. Conner, widow, ... of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the ma as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgages,

Witnesseth:

Martha E. Conner, widow.

stand indebted unto the said The Liberty Trust Company in the just and full sum of

Six Hundred Fifty (\$650.00) - payable to the order of the said The Liberty Trust Company, one year after date with interest from per centum per annum, payable quarterly as it accruce, date at the rate of Six (6%). at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on December 31, 1953

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with

Martha R. Conner, widow,

does hereby hargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its success ers and assigns, the following property to-wit:

All that lot or parcel of ground situate near the Village of Corrigansville, in Allegany County, Maryland, and described as follows, to-wit:

BEGINNING for the same at a stake atanding on the North side or edge of the right of way of the Mount Savage Road 16 feet from the center of said road, said stake also stands Southeasterly 446 feet along said right of way of said road, from the beginning corner of a deed to Samuel E. Albrigh from John A Lepley dated October 3, 1927, and recorded among the Land Records of Allegany County, said stake also stands on the Eighth line of a deed from The Cumberland Company to John A. Lepley, dated November 12, 1924 and recorded among the aforesaid land records in Liber No. 149, folio 437, and running thene North 22 degrees 32 minutes Rest 115 feet to a stake, then North 67 degrees 28 minutes West 50 feet to a stake, then South 22 degrees 32 minutes West 115 feet to a stake, then South 22 degrees 32 minutes West 115 feet to a stake, then South 22 degrees 32 minutes West 115 feet to a stake, then South 22 degrees 32 minutes West 115 feet to a stake, then South 22 degrees 32 minutes West 115 feet to a stake then South 22 degrees 32 minutes West 115 feet to a stake then South 22 degrees 32 minutes West 115 feet to a stake then South 22 degrees 32 minutes West 115 feet to a stake then South 22 degrees 32 minutes West 115 feet to a stake then South 22 degrees 32 minutes West 115 feet to a stake then South 22 degrees 32 minutes West 115 feet to a stake then South 25 degrees 32 minutes West 115 feet to a stake then South 25 degrees 32 minutes West 115 feet to a stake then South 25 degrees 32 minutes West 115 feet to a stake then South 25 degrees 32 minutes West 115 feet to a stake then South 25 degrees 32 minutes West 115 feet to a stake then South 25 degrees 32 minutes West 115 feet to a stake then South 25 degrees 32 minutes West 115 feet to a stake then South 25 degrees 32 minutes West 115 feet to a stake then South 25 degrees 32 minutes West 115 feet to a stake then South 25 degrees 32 minutes West 115 feet to a stake then South 25 degrees 32 minutes West 115 feet to a stake then South 25 degrees 32 minutes West 115 feet

#### 100 MISE 395

It being the same property which was conveyed by Cloyd S. Schonter and wife to William R. Conner and Martha E. Conner, his wife, by deed dated December 5, 1928, and recorded in Liber No. 159, folio 574 of the Land Records of Allegany County. The said William R. Conner has since departed this life, thus vesting the complete title in and to said property unto Martha E. Conner, his widow, as the survivor.

TOGETHER with the buildings and improvements thereon, and the rights, rosus, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its ccessors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagos, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Six Hundred Fifty (\$650.00) - - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgages.

AND WHEREAS, this Mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any managements to the mortgaged property as of any repsir, siterstions or improvments to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its es and assigns, or George R. Hughes , its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the ser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums arance paid by the mortgages, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mort-gages, its successors or assigns the improvements on the bareby mortgaged land, to the amount

Six Hundred Fifty (\$650.00) - - - - - Dellars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgages, its successors, or assigns, to the extent of its or their lies or claim hervunder, and to place such policy or policies forthwith in possession of the mortgages, or the mortgages may effect each insurance and collect the premiums thereon with interest as part of the mortgage debt. ATTEST:

Martha E. Conner.

(SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this / at day of Sant

hundred and fifty-three

State of Maryland in and for the county aforesaid, personally appeared

Martha E. Conner, widow,

acknowledged, the foregoing mortgage to be act and deed; and at the same time, before me, also personally appeared Charles A. Piper. ident of The Liberty Trust Company, the within named mortgag of law, that the consider ation in said mortgage is true and bona fide as therein set forth; and the

Charles A. Piper did further, in like manner, make oath that he is the President, and agent or attorney for said

and duly authorised by it to make this affidavit.

whereof I have hereto set my hand and affixed my notarial seal the day and year

2m 4. Wardey

pin Murigant, Made this the year Nineteen Hundred and Pifty- in George Kreitsburg and June	ATTE (in advantage of the between
the state of the same of the same of the same of	Check Student and rough submarks, and orbital dames.
CONTRACTOR OF THE PROPERTY OF	
nearline in and had perferry of the de-	more part to years to see
Allegany	County, in the State of Maryland.
tion of the first pert, and	the state of the state of the state of
And the second s	
il S. Sullivan and Regime L.	Sullivan, his wife
	COLUMN TO STATE OF THE PARTY OF

MER 300 PAGE 397

parties of the second part, WITNESSETH:

Unbercas, the Parties of the First Part are justly and bona fidely indebted unto the Parties of the Second Part in the full and just sum of Four Thousand Dollars (\$4,000.00) and which said sum shall bear interest at the rate of four and one-half (4½) per cent annum, and which said principal and interest shall be repaid in equal monthly payments of Twenty-two and 22/1.0 Dollars per moth, out of which said monthly payments first shall be paid the interest on said principal sum and the balance to be applied to the reduction of said principal sum, with the right reserved unto the Parties of the First Part to prepay any or all of said principal sum and interest prior to its maturity.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity there-

of, together with the interest thereon, the said...

John George Kreitzburg and June Evalyn Kreitzburg, his wife,

give, grant, bargain and sell, convey, release and confirm unto the said Paul S. Sullivan and Regina L. Sullivan, his wife,

heirs and assigns, the following property, to-wit:

ALL that lot of ground lying in the City of Cumberland, and State of Maryland, and known as Lot No. 88 in Fairview Addition to the City of Cumberland, Maryland, and more particularly described as follows, to wit:

BEGINNING for said parcel at a point on thenorth side of Shriver avenue, distant 60 feet from the intersection of the north eide of Shriver avenue with the west side of Independence Alley; eide of Shriver Avanue with the west side of Indapendence Allay; and running thence with the said Shriver Avenue, Nora 69 degrees 25 minutes West 30 feet; thence North 20 degrees 55 minutes East 100 feet to Beech Alley; thence with Bash Alley, South 69 degrees 25 minutes East 30 feet; thence South 20 degrees 35 minutes West 100 feet to the beginning, according to the plat of said Addition recorded among the Land Recorde of Allegany County, Maryland, in

Liber No. 97, folio 203.

The aforesaid property is the same property conveyed by deed of even date herewith by Howard B. Green and Virginia F. Green, his wife, to the said John George Kreitzburg and June Evanlyn Kreitzburg, his wife, and which said deed is to be recorded among the land records of Allegany County, Maryland, simultaneously with reference to which said deed is hereby Mortage, a specific lar description of the land hereby conveyed by way of mortgage.

\*\*Gogether\*\* With the buildings and improvements thereon, and the rights, roads, ways,

waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said John George Kredtzburg and June avelyn Kreitzburg, his wife Meirs, executors, administrators or assigns, do and shall pay to the said Paul S. Sullivan and Regina L. Sullivan, his wife, their

executore, administrator oor assigns, the aforesaid sum of. Four Thousand Dollare (\$4,000.00) - - together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their

ed, then this mortgage shall be void. And it is Agreed that until default be made in the premises, the said.

John George Kreitzburg and June Evelyn Kreitzburg, his wife,

hold and possess the aforesaid property, upon paying in mis and public liene levied on said property, all which taxes,

Ereitzburg and June Beslyn Freitzburg, bis wife

nereby covenant to pay when legally demandable.	100
But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,	
and these presents are hereby declared to be made in trust, and the said	
Paul S. Sullivan and Regina L. Sullivan, his wife.	
heirs, executors, administrators and assigns, or Earl E. Manges.  his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Course that have been to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then	
matured or not; and as to the balance, to pay it over to the said John George	
Kreitzburg and June Evelyn Kreitzburg, his wife, theilers or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission	
shall be allowed and paid by the mortgagors, their representatives, helrs or assigns.	
End the said John George Kreitzburg and June Evelyn Kreitzburg.  his wife. further covenant to	
Insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance	
Company or companies acceptable to the mortgageeSor their	
assigns, the improvements on the hereby mortgaged land to the amount of at least	
Four Thousand (\$4,000.00)	
and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,	
to inure to the benefit of the mortgages a their heirs or assigns, to the extent	
oftheir lien or claim hereunder, and to place such policy or	
policies forthwith in possession of the mortgagees, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt	
Mitress, the hand, and seal of said mortgagors;	
Attest:	
Eal & Manger John G. Kreitzeurg [SEAL]	
June E. Kretizburg [SEAL]	
State of Maryland,	
Allegany County, to-wit:	3 3
I hereby certify, That on this 3rd day of October.	
In the year nineteen flundred and Flfty -three ,, before me, the subscriber,	2 22
a Notary Public of the State of Maryland, in and for said County, personally appeared	NAME OF TAXABLE
John George Kreiburg and June Evelyn Kreitzburg, his wife,	
and each acknowledged the aforegoing mortgage to be his and her respective	
act and deed; and at the same time before me also personally appeared	7 1/2
ul S. Sullivan and Regina L. Sullivan, his wife,	
the within named mortgagees , and made oath in due form of law, that the consideration in said	TO BEE
age is true and bona fide as therein set for forth.	41 19
VITNESS my hand and Notarial Seal the day and year aforesaid.	4
to be the state of	14
El Elmend Marge	10 861

FILED AND RECORDED OCTOBER 5" 1953 at 2:20 P.M.

# This Mortgage, Made this

October in the year nineteen hundred and fifty-three Harold Glenn Winter and Mary Louise Winter, his wife, of Broome County in the State of New York, and the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgages,

Whereas, the said

Harold Glenn Winter and Mary Louise Winter, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of Fifteen Hundred (\$1500.00) - - - - - payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 80, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be

payable on December 31, 1953

NOW, THEREPORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Harold Glenn Winter and Mary Louise Winter, his wife,

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that tract, piece or parcel of land, situated, lying and being in or near the Village of Cresaptown, in Allegany County, Maryland and more particularly described as follows, to-wit:

BEGINNING at a stake located on the seventh line 254.5 feet from a post which is the starting point of Joseph M. Winter and Norma G. Winter's property, then South 85 degrees 57 minutes East 55 feet to a stake, thence leaving said seventh line, South 2 degrees 0 minutes West 136.0 feet to a stake on the Northerly side of Winter Drive, thence along with said Winter Drive, North 84 degrees 46 minutes West 55 feet to a stake, thence leaving said Winter Drive, North 2 degrees 0 minutes East 135.0 feet to the place of beginning.

It being the same property which was conveyed, unto the said Mort gagors by Wressell O. Winter and Mary Clars Winter, his wife, by deed dated the 11th day of October, 1949, and recorded in Liber No. 227, folio 452, one of the Land Records of Allegany County.

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TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgages, its ers and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, adm does and shall pay to the said mortgages, its successors or assigns, the aforesaid sum of Fifteen Hundred (\$1500.00) - - - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgager shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgages,

AND WHEREAS, this mortgage shall elso secure as of the date hereof, future advances made et the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the eggregete the sum of Five Hundred (\$500.00) Dollars, nor to be made in an emount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such edvance is used for paying the cost of eny repair, elterations, or improvments to the mortgaged property exprevided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, asset and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgages as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Com seors and assigns, or George R. Hughes , its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the sai purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all preof insurance paid by the mortgages, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mort-gage, whether the same shall have been matured or not; and as to the balance, to pay it over to the

AND the said mortgager does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgages, its successors or assigns the improvements on the hereby mortgaged land, to the amount gages, Its but

Pifteen Hundred (\$1500,00) - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the participation, its successors, or assigns, to the extent of fit or their lies or claim hereunder, and to place such policy or policies furthwith in possession of the stortigages, or the mortgages may effect said insurance and collect the pressums thereon with interest as part of the mortgage debt.

To And it is agreed that the powers, stipulations and covenants aforesaid are to extend to a the powers helm, executors, administrators, recessors or analysis, of the respective parties

NESS, the hand and seal of said movies

100 BIGE 401

Harold Stene Wante(SEAL) Mary Louise Winter and swow to before me of day of Sept. 1953 STATE OF NEW YORK, BROOME COUNTY, TO-WIT: I hereby Certify, that on this 30 day of September in the year nineteen hundred and fifty-three before me, the subscriber, a Notary Public of the State of Manyiand in and for the county aforesaid, personally appeared Harold Glenn Winter and Mary Louise Winter, his wife, acknowledged, the foregoing mortgage to be their and each act and deed : wat my st mexture, such and allow per ERRIES LENGTON PORCE OF cites in action or grants are wind bloom than an absorber for the section of the Use In witness whereof I have hereto set my hand and affixed my notarial seal the day and year abyte written.

Bell And Shuff State of New York

Besiding in Brooms County

By commission states and the State of Mary Public

Three of Mary Land, Allegany County, To-WiT:

Three of Mary Certify, that on this 5 day of Restantor, 1953, before me in a language state of the State of Maryland, in and for the Line of the State of Maryland, in and for the State of Maryland, in and for the Line of the State of Maryland, in and for the Line of the State of Maryland, in and for the State of Marylan of Antispan Dawy my makes makes and white the started of the Proceedings and Segments are addressed they acid IN WITNESS WHEREOF, I have hereto set my hand and affixed my No-Mopary Public

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TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgages, its ors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, admin does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Fifteen Hundred (\$1500.00) - - - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be vold.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgages.

AND WHEREAS, this mortgage shall also secure as of the date hereof, AND WHEREAS, this mortgage shall also accure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any auch advance is used for paying the cost of any repair, alterations, or improvments to the mortgaged property a provided by Chapter 923 of the Laws of Maryland passed at the January aession in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, ass and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the in thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Con seers and assigns, or George R. Hughea , its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premium of insurance paid by the mortgages, and a commission of eight per cent. to the party sel making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mort-gage, whether the same shall have been matured or not; and as to the balance, to pay it over to the aid mortgagor, his heirs, perso

AND the said mortgager does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgages, its inoccessors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Fifteen Hundred (\$1500.00) - - - - - Dellars, and to cause the policy or sed therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of inies issued therefor to he so framed or endorsed, as in the case of fire, to inure to the best appropriate, its successors, or assigns, to the extent of its or their lies or claim becomes place soth policy or policies forthwith in possession of the mortgages, or the mortgages may id insurance and collect the premiums thereon with interest as part of the mortgage debt.

Tr. And it is agreed that the powers, stipulations and covenants aforesaid are to extend to a the setural heirs, executors, administrators, successors or assigns, of the respective parties SE, the hand and seal of said mortan

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Harold Stone Wenter (SBAL) Harold Glenn Winter Mary Louise Winter Winter (SEAL) and sworn to before me day of Sept. 1953 F. B. Orchwell g.l. STATE OF NEW YORK, BROOME COUNTY, TO-WIT: I hereby Certify, that on this 30 day of September in the year nineteen hundred and fifty-three before me, the subscriber, a Notary Public of the State of Manyland in and for the county aforesaid, personally appeared New York Harold Glenn Winter and Mary Louise Winter, his wife, and each acknowledged, the foregoing mortgage to be their act and beamque allacement resistant author deed; and up to SKTRE Library Court Con adding the streethest as a she associated as the second that T AND AND DECEMBER HOLDERY BOOK WHAT SHOULD HAVE PROBLEM WORN AND REAL PROPERTY AND ADDRESS OF THE PROBLEM OF T Ust In witness whereof I have hereto set my hand and affixed my notarial seal the day and year about written.

Notary Public, State of New York
Residing in Brooms County
My commission expires Musta 80, 1955 STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT: Notary Public Notary Public Interpretation of the State of Maryland, in and for the County aloresaid, personally appear Charles A. Piper, president of the Liberty trust Company, the within named Mortgagee, and made oath in the first trust Company, the within named Mortgagee, and made oath in the first trust company, the within named Mortgagee, and made oath in the first trust company, the within named Mortgage is true and the first trust company, the within named Mortgage is true and the first trust in the first trust company that the consideration in said mortgage is true and the first trust in the first trust tru IN WITNESS WHEREOF, I have hereto set my hand and affixed my Nootory Public

WALLEAST N. PERSENDENT JEST MICE	nd Agnes C. PESTERMAN, his vife,
	, in the State of Maryland, Mortgagor , and THE PUDPLETY, MARYLAND, Mortgages.
VINGS BANK OF FROSTBURG, ALLEGANY COUNTY	, MARYLAND, Mortgagee.
WHEREAS, the said Mortgagor # 570 justly it	ndebted unto the Mortgagee in the full and just sum of
Seven Hundred and forty-seven	747.20
	by installments of \$ 21.00 each, beginning one month from
ortgagor ! do grant, assign and convey unto the said Me	consideration of the premises and of the sum of One Dollar, the said ortgages, its successors and sasigns in fee simple all that lot of ground
d premises located in Election District No. 1	2 of Frontburg, Allegany County, Maryland known as
Amentrons St., Fronthurs, Mr., being	a cart of Lot No. 33 of Grahamtown Addition,
d more fully described in a Deed from Wm. H. Feste	Maryland Caber Sept. 29, 1063  entered at 7 A. M. on Oct. 1, 19
Allerany bounty.	Maryland entered at 9 A. M. on Oct. 1, 19
TOGETHER with the buildings and improvements the d advantages thereto belonging or in anywise appertaining	hereupon, and the rights, alleys, ways, waters, privileges, appurtenances
d THE FIDELITY BAVINGS BANK OF PROFTBUR	G, ALLEGANY COUNTY, MARYLAND, its successors and assigns,
cause to be paid to the said Mortgagee, its successors and	ground with the improvements and appurtenances aforesaid unto the G. ALLEGANY COUNTY, MARYLAND, its successors and assigns, heirs, executors, administrators or assigns, do and shall pay assigns the aforesaid indebtedness, together with the interest thereon
and when the same shall become due and payable and, in	the meantime, do and shall perform all the covenants herein on
	remires the said Mortgagor g may retain possession of the mortgaged
operty upon paying in the meantime all taxes and assessed	ments levied on said property, all of which taxes, mortgage debt and pay when legally demandable.
AND, the said Mortgagor # further covenant to	o keep the improvements on the said mortgaged property fully insured
ainst loss by fire and other hazards as the said Mortgagee	
하다 이용한 경기가 되었다면서 가장 있다면 하는데 하는데 되었다면 하면 하는데	n thereon and to deliver the policy to the Mortgages.
But in case of any default or violation of any covens cured shall at once become due and payable, and the Mortgo natifiated attorney for agent, are hereby empowered, at any occasive, and to convey the same to the purchaser, or his, he ring at least twenty duys' notice of the time, place, manne aryland, which sale shall be at public naction for each a convenient incident to the sale including taxes, and a com-	n thereon and to deliver the policy to the Mortgages, and or condition of this mortgage, then the entire mortgage debt hereby cages, its successors or assigns, or Albert A. Doub, its, his or their duly y time thereafter, to sell said property, or so much thereof as may be see or their heirs or assigns; which sale shall be made as follows: By er and terms of sale in some newspaper published in Allegany County, and the proceeds arising therefrom to apply: first, to the payment of combision of circle received (18%) to the party making said sale; according
But in case of any default or violation of any coven- cured shall at once become due and payable, and the Mortga natituted attorney or agent, are hereby empowered, at any occasry, and to convey the same to the purchaser, or his, h- ring at least twenty days' notice of the time, place, manns aryland, which sale shall be at public auction for each a expenses incident to the sale, including taxes, and a com- the payment of all monies owing under this mortgage, whe pay it over to the Mortgagor a their heirs or mmission shall be paid by the Mortgagor a their	n thereon and to deliver the policy to the Mortgages, ant or condition of this mortgage, then the entire mortgage debt hereby rages, its successors or assigns, or Albert A. Doub, its, his or their duby y time thereafter, to sell said property, or so much thereof as may be ser or their heirs or assigns; which sale shall be made as follows: By ser and terms of sale in some newspaper published in Allegany County, and the proceeds arising therefrom to apply: first, to the payment of
But in case of any default or violation of any covens cured shall at once become due and payable, and the Mortgo natituted attorney for agent, are hereby empowered, at any occasary, and to convey the same to the purchaser, or his, he ving at least twenty duys' notice of the time, place, manne aryland, which sale shull be at public auction for each a concesser incident to the sale, including taxes, and a com-	n thereon and to deliver the policy to the Mortgages, and or condition of this mortgage, then the entire mortgage debt hereby ages, its successors or assigns, or Albert A. Douth, its, his or their duly y time thereafter, to sell said property, or so much thereof as may be see or their heirs or assigns; which sale shall be made as follows: By er and terms of sale in some newspaper published in Allegany County, and the proceeds arising therefrom to apply: first, to the payment of amission of eight per cent (%3) to the party making said sale; secondly, ether the same shall have been matured or not; and as to the balance, assigns, and in case of advertisement but no sale, one-half of the above representatives, heirs or assigns.
But in case of any default or violation of any coven- cured shall at once become due and payable, and the Mortga natituted attorney or agent, are hereby empowered, at any occurry, and to convey the same to the purchaser, or his, h- ring at least twenty days' notice of the time, place, manns aryland, which sale shull be at public auction for each a expenses incident to the sale, including taxes, and a com- the payment of all monies owing under this mortgage, whe pay it over to the Mortgagor a their heirs or minission shall be paid by the Mortgagor a their	n thereon and to deliver the policy to the Mortgagee.  ant or condition of this mortgage, then the entire mortgage debt hereby cages, its successors or assigns, or Albert A. Doub, its, his or their duly y time thereafter, to sell said property, or so much thereof as may be see or their heirs or assigns; which sale shall be made as follows: By er and terms of sale in some newspaper published in Allegany County, and the proceeds arising therefrom to apply: first, to the payment of amission of eight per cent (%) to the party making said sale; secondly, ether the same shall have been matured or not; and as to the balance, assigns, and in case of advertisement but no sale, one-half of the above representatives, heirs or assigns.
But in case of any default or violation of any covens cured shall at once become due and payable, and the Mortgo natituted attorney or agent, are hereby empowered, at an occasary, and to convey the same to the purchaser, or his, he ring at least twenty days' notice of the time, place, manns arryland, which sale shull be at public auction for cash a expenses incident to the sale, including taxes, and a con the payment of all monies owing under this mortgage, when the pay it over to the Mortgagor at their hairs or mainsion shall be paid by the Mortgagor at their within their course of their hairs or mainsion shall be paid by the Mortgagor at their cash as a continuous course of their cash and seal at their cash at their cash at their cash and seal at their cash at their cash at their cash and seal at their cash at	n thereon and to deliver the policy to the Mortgages.  ant or condition of this mortgage, then the entire mortgage debt hereby cages, its successors or assigns, or Albert A. Doub, its, his or their duly y time thereafter, to sell said property, or so much thereof as may be see or their heirs or assigns; which said shall be made as follows: By er and terms of said is some nevespaper published in Allegany County, and the proceeds arising therefrom to apply: first, to the payment of amission of eight per cent (%) to the party making said sale; secondly, ether the same shall have been matured or not; and as to the balance, assigns, and in case of advertisement but no sale, one-half of the above representatives, heirs or assigns.  William H. Festerman, Jr.
But in case of any default or violation of any covensured shall at once Sections due and payable, and the Mortga maintituted attorney/or agent, are hereby empowered, at any corsary, and to convey the same to the purchaser, or his, he ring at least twenty days' notice of the time, place, manns aryland, which sale shall be at public auction for cash a expenses incident to the sale, including taxes, and a come the payment of all monies owing under this mortgage, who pay it over to the Mortgagor at their heirs or manisation shall be paid by the Mortgagor at their with the Mortgagor and seal and seal are their with the Mortgagor and seal and seal are their with the Mortgagor and seal are the Mortgagor and the Mort	n thereon and to deliver the policy to the Mortgages.  ant or condition of this mortgage, then the entire mortgage debt hereby cages, its successors or assigns, or Albert A. Doub, its, his or their duly y time thereafter, to sell said property, or so much thereof as may be see or their heirs or assigns; which said shall be made as follows: By er and terms of said is some nevespaper published in Allegany County, and the proceeds arising therefrom to apply: first, to the payment of amission of eight per cent (%) to the party making said sale; secondly, ether the same shall have been matured or not; and as to the balance, assigns, and in case of advertisement but no sale, one-half of the above representatives, heirs or assigns.  William H. Festerman, Jr.
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This	PILED AND REC	ORDED OCTOBER 5" 1  Made this 240 day of	953 at 10:50 A.	M. in the
year Nine	teen Hundred and fi	fty -three by and i	hetween	The time
		tyner and Ethel M.	A DESCRIPTION OF THE PROPERTY	••
land, party	incorporated under to of the second part,	County, in the State of B First Federal Savings and the laws of the United State hereinafter called mortga	d Loan Association of Cur	mhanland . t
WITN	ESSETH:			

Two Thousand Eight Hundred 00/100 \_\_\_\_\_\_ Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 6 per cent. per annum, in the manner following:

By the payment of Forty-eight 50/100 - - (£48, 50) - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgages in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water runt, assessments or public charges of every nature and description, ground runt, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the

Flow Uberefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, release and confirm unto the said mortgages, its successors or assigns, in fee simple, all the following described property, to-wit:

All of that lot or parcel of lend lying, being and situete

slong the North side of the Dickerson Run Roed in Election District No. 3 of Allegany County, Meryland, and being e part of that tract of land which was conveyed to Justin Heavner and Ivelyn B. Heavner, his wife, by Eston B. Heevner, et ux, by deed dated April 7, 1943, and recorded in Liber No. 195, folio 606, one of the Land Records of Allegany County, Maryland, and described as follows, to-wit: BEGINNING at an iron etake driven by a post on the North side of seald road and distant 37.5 feet on a line drawn Westward from the Northwest corner of a concrete heed well of a culvert on the South eide of the road; and running then by megnetic meridien end horizontal distances with a wire fence, North 28 degrees 30 minutes East 141.7 feet to en iron etake driven by e poet in angle of fence; then with the fence and extending the line thereof, North 542 degrees West 823.8 feet to an iron etake driven in line of wire fence defining the 12th line of a deed first parcel from C. M. Twigg et ux, to Mertin L. Kolb, deted April 3, 1935, recorded in Liber No. 172, folio 318,

then with said line and fence extended to the North limit of said road

South, 16 degrees 30 minutes West 92.0 feet to en iron stake; then with or near the North limit of said road, South 48 degrees 00 minutes East 99.20 feet to a locust tree; then South 46 degrees 15 minutes East 399.20 feet; then South 56 degrees 40 minutes East 316.50 feet to the place of beginning, containing 2.43 acres, more or less.

BEING the same property which was conveyed unto the parties of the first part by deed of Justin Heavner and Evelyn B. Heavner, his wife, dated November 30, 1951, which is recorded among the Land Records

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of Allegany County, Maryland.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgages option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1946 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtadness, and any sums of money so advanced shall be added to the unpaid bel-

nant that thay will except such further assurances as may be requisite.

Cogether with the buildings and improvements thereon, and the rights, roads, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to bolb the above described land and premises unto the said mortgs its successors and assigns, forever, provided that if the said mortgager s . Their heirs, executors, administrators or assigns, do and shall pay to the said mortgages, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Mitothe said mortgagers, further covenant to insure forthwith, and pending the entire of the mortgage, to heep insured by some insurance company or companies acceptable to the gages or its successors or assigns, the improvements on the hereby mertgaged land to the self at

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nd to came the policy or policies issued therefor to be so tramed or endorsed, as in case of fire, to nure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim ercunder, and to place such policy or policies forthwith in possession of the mortgagee, or the cortgagee may effect said insurance and collect the premiums thereon with interest as part of the

End the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgages, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgages is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagers, for themselves and their heirs, and personal representatives, do mortgagee on or before March 15th of each year tax recipts evidencing the payment of all law-dencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after the same shall mental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no wissts, impairment or deterioration of said property, or any part thereof, and upon the failure of the infortgagors to keep the buildings on said property in good condition of repair, the mortgage may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagers to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgagers, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs of said principal sum shall immediately become due and owing as herein provided; (5) that the

Wittess, the hand and seal of said mortgagors .

Attest: Brane a Heaver
Braneon A. Heaver
Ether M. Heaver \_[SEAL] Ethel M. Heavner

State of Maryland.

Allegany County, to-wit:

I hereby certify, That on this 2 NO day of OCTOBER

in the year nineteen Hundred and Fifty - three \_, before me, the subscriber. a Notary Public of the State of Maryland, in and for said County, personally appeared

Brenson A. Heavner and Ethel M. Heavner, his wife,

the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgages and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgages.

hand and Notarial Seai the day and year aforesaid.

Be Ita.
Notary Public.

Robert M. Powell and Virgie M. Powell, his wife,

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of Allegany County, in the State of Maryland, part16 Lof the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgages.

WITNESSETH:

Three Thousand 00/100 - - - (\$3,000.00) - - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 52 per cent. per annum, in the manner following:

By the payment of Thirty 00/100 - - (\$30.00) - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said and the said installment payment may be applied by the mortgage in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the afore-granting of said advance.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagoe, its successors or assigns, in fee simple, all the following described property, to-wit:

All that certain lot, piece or parcel of ground situate, lying and being on Grend Avenue in the City of Cumberland, in Allegany County, in the State of Maryland, known and distinguished as Lot No. 85 on the Plat of the South Side Addition to Cumberland, Maryland, and which said lot begins at the end of the first line of Lot No. 85 in said Addition, and runs thence with Grand Avenue, South 18 degrees 35 minutes West 50 feet, then South 71 degrees 26 minutes East 100 feet to Mendell Alley, and with said Alley, North 18 degrees 35 minutes East 40 feet to the end of the second line of said Lot No. 85, then with said line reversed, North 71 degrees 26 minutes West 100 feet to the beginning.

BEING the same property which was conveyed unto the parties of the first part by deed of Vernon Earl Shade and Harriet Jane Shade, his wife, dated the 21st day of May, 1945 and recorded among the Land Records of Allegany County, Maryland in Liber No. 204, folio 58.

#### 100 308 ME 407

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage deceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgage that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To bave and to bold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgager s , their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Egreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgage, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which saie shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Binothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgago, to keep insured by some insurance company or companies acceptable to the mortgage or its successors or assigns, the improvements on the hereby mortgaged and to the amount of at least. Three Thomsans 00/100 ... (\$3.00.00) ... Dollars and to cause the policy or policies issued therefor to be so framed or endersed, as in case of fire, to inure to the benefit of the mortgages, its successors or assigns, to the extent of its lies or claim hereunder, and to place such policy or policies forthwith in possession of the mortgages, or the mortgage may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Bill the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgages, its successors and the terms of this mortgages, and the mortgages is hereby authorized, in the event of such default under to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and person all representatives, do hereby covenant with the mortgagors as follows: (1) to deliver to the mortgagors on or before March 18th of each year tax recipts evidencing the payment of all law density imposed taxes for the preceding calendar year; to deliver to the mortgagor recipts evidencing the payment of all laws for public imprevenents within ninety days after the same shall become due and payable and to pay and discharge within ninety days after the same shall be the same of the same

wasta, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgages to keep the buildings on said property in good condition of repair, the mortgages may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgages to comply with said demand of the mortgages for a period of thirty days shall constitute a breach of this mortgage, and at the mortgages may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage, and apply for the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation—, other than the mortgagers written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgages's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgages's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly instailments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty consecutive days.

Witness, the hand and seai of said mortgagors.

Attest

4.1

Ropert M. Powell [SEAL]

Ropert M. Powell [SEAL]

State of Maryland,

Allegung County, to-wit:

I hereby certify, That on this RNO day of OCTOBER

in the year nineteen Hundred and Fifty-three, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Robert M. Powell and Virgie M. Powell, his wife,

the said mortgagors herein and thay acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgages and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he proper authority to make this affidavit as agent for the said mortgages.

WIN SS whand and Notarial Seal the day and year aforesaid.

Notary Public.

FILED AND RECORDED OCTOBER 5" 1953 at 10:50 A.M.

Chis Mortgage, Made this 2 No. day of OCTOBER	in the
year Nineteen Hundred and fifty - thraa by and between	111 (210
Paul D. Vasyan and Vany W. Vasyan his utta	THE WATER

of Allegany County, in the State of Maryland, partial of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH .

Four Thousand Five Hundred 00/100 - - (\$4,500,00) - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 per cent. per annum, in the manner following:

By the payment of Thirty-five 60/100 - - (\$35,60) - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

How Uberefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagers do give, grant bargain and sell, convey, release and confirm unto the said mortgages, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or parcel of ground situated on the easterly side of Winchester Road in Allegany County, Maryland, and known as Lot No. I in Graddock's Addition to Cresaptown and also an unnumbered lot adjoining the same a plat of which said addition is filed in Plat Case Box No. 129 among the Land Records of Allegany County, Maryland, and which is more particularly described as a whole as follows, to-wit:

BEGINNING for the same at the end of a line drawn South 11 degrees 25 minutes West 114.5 feet from the intersection of the South side of Werrior Drive and the east side of the Winchester Road and running then with the east side of the Winchester Road South 11 degrees 25 minutes West 113 feet to a point; then North 72 degrees/117.50 feet to a point; then North 11 degrees 25 minutes East 55.5 feet to a point; then North 78 degrees 35 minutes West 102.50 feet to the place of beginning.

SAVING AND EXCEPTING therefrom, all that piece or parcel of ground which was conveyed by William T. Haggerty, et ux, et al, to the State of Maryland, to the use of the State Roads Commission by deed dated September 10, 1953 which is recorded in Liber No. 253, folio 161, among the Land Records of Allegeny County, Maryland.

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BIING the same property which was conveyed unto the parties of the first part by deed of William T. Haggerty, Jr., and Gladye L. Haggerty, his wife, of even date, which is intended to be recorded smong the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgages option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collisteral for this indebtedness, and any sums of money so advanced shall be added to the unpaid bal-

Cogether with the buildings and improvements thereon, and the rights, roads, ways, privileges and appurtenances thereunto belonging or in anywise appertaining.

its successors and assigns, forever, provided that if the said mortgagors, thair heirs, executors, administrators or assigns, do and shall pay to the said mortgages, its successor assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants here conthairpart to be performed, then this mortgage shall be void.

LIDER 300 PAGE 411

the terms of this mortgage, and the mortgage is hereby authorized, in the event of such der to take charge of said property and collect all rents and issues therefrom pending such proceed as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themseives and their heirs, and personal representatives, do hereby covenant with the mortgages as follows: (1) to deliver to the mortgages on or before March 16th of each year tax recipts evidencing the payment of all ilems for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgage within ninety days after due date all governmental levies that may be made on the mortgage within ninety days after due date all governmental levies that may be made on the mortgage within ninety days after due date all governmental levies that may be made on the mortgage; (2) to permit; commit or suffer no wasta, impairment or deterioration of said property, or any part thereof, and upon the failure of the mertgager is to keep the buildings on and property in good condition of repair, the mortgage may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgage; of the comply with said demand of the mortgages for a period of thirty days shall constitute a breach of this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to forcelose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation , other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their helps

Illittess, the handsand sealed said mortgagors.

Mary H. Weaver [SEAL]

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 2 No day of OCTOBER

in the year nineteen Hundred and Fifty -three a Notary Public of the State of Maryland, in and for said County, personally appeared

Paul D. Weever and Mary H. Weever, his wife,

the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgages and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgages.

Gen Z Harring Public.

FILED AND RECORDED OCTOBER 5"1953 at 10:50 A.M.

This Mirrigage, Made this 200 day of OCTOBER in the year Nineteen Hundred and fifty-three by and between

Harry H. Price and Lucille E. Price, his wife

of Allegany County, in the State of Maryland, partical of the first part, here-

inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgages.

WITNESSETH

ai

Two Thousand Four Hundred Fifty 00/100 ---- Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from

which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 per cent. per annum, in the manner following:

By the payment of Thirty-four 00/100 - - - (\$34.00) - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgages in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Plow Therefore, in consideration of the prunises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, togsther with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagoe, its successors or assigns, in fee simple, all the following described property, to-wit:

All those lots, pieces or parcels of ground lying and being on the Northerly side of the National Turnpike near Narrows Park, Allegany County, Maryland, known and designated as Lot No. 3 of the Sub-division of the property of Charles J. McKenzie as filed in No. 10, 517 Equity, in the Circuit Court for Allegany County, Maryland, and also a lot adjoining thereto upon the West, which said parcels are more particularly described as a whole as follows, to-wit:

National Turnpike at the end of the first line of Lot No. 1 as
designated on a plat filed and numbered 10,517 Equity in the Circuit
Court for Allegany County, Naryland, said stake being distant 90
feet measured in a Westerly direction along the Northerly side of
National Turnpike from the Westerly side of the Mt. Savage Road,
and running then with the Northerly side of the said National Turnpike
South 56 degrees 43 minutes West 90.8 feet, then leaving said
Turnpike North 41 degrees West 161.5 feet to the Souterly line of
condemnation of the Eckhart Branch of the Cumberland and Pennsylvenia
Railroad, then with said right-of-way line North 68 degrees East
9.5 feet, and North 694 degrees East 61.5 feet and North 68 degrees

51 minutes East 32 feet to the end of the second line of Lot No. 2 as designated on eaid plat, then with the third line thereof and the second line reversed of said Lot No. 1 South 31 degrees 50 minutes East 140.25 feet to the place of beginning.

Brind the same property which was conveyed unto the parties of the first part by deed of Christie Roberts et ux, dated July 11, 1947, recorded in Liber No. 216, folio 97, one of the Land Records of Allegany County, Maryland, and being the same property which was conveyed unto the parties of the first part by deed of Helen Comba, dated December 20, 1951, which is recorded among the Land Records of Allegany County, Maryland in Liber No. 237, folio 231.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgages option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1946 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needtul and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgages may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To bave and to bold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgager s, their heirs, executors, administrators or assigns, do and shall pay to the said mortgages, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein ontheirpart to be performed, then this mortgage shall be void.

Mnd it is Mgrccb that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgages, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which saie shall be made in manner following to-wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for each, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all the ballness to the sale including taxes, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all the ballness to the same shall have then matured or not; and as to the balance to the same shall have then matured or not; and as to the balance to the same shall have then matured or not; and as to the balance to such sale including taxes, and in case of advertisement methal to the same shall have then matured or not; and as to the balance to such sale including taxes, and in case of advertisement methal to the same shall be allowed and paid by

Enothe said mortgagors, further covenant to insure forthwith, and pending the existence mortgage, to keep insured by some insurance company or companies acceptable to the mort or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Two Thousand Four Hundred Fifty 00/100 = \_ \_ Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its ilen or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

End the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgage, its successors and assigns, all rents, issues and profits accruing or failing due from said premises after default under the terms of this mortgage, and the mortgage is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personair representatives, do mortgagee on or before March 15th of each year tax recipts evidencing the payment of all law-fully imposed taxes for the preceding calendar year; to deliver to the mortgage recipts evidencing the payment of all itens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no whate, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgage on said property in good condition of repair, the mortgage may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate pepayment of the debt hereby secured and the failure of the mortgage for a period of thirty days shall constitute a breach of this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreciose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation—other than the mortgagors by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said mortgage debt intended hereby to be secured shall become due and demandable a

Withtess, the handrand seal of said mortgagors.

State of Maruland.

Allegany County, to-wit:

I hereby certify, That on this 2NO day of OCTORER

in the year nineteen Hundred and Fifty three before me the en a Notary Public of the State of Maryland, in and for said County, personally appeared

Harry H. Price and Lucille E. Price, his wife,

the said mortgagors herein and thay acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgages and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgage.

Gratel & Havier Pable

1988 300 PAGE 415

FILED AND RECORDED OCTOBER 6" 1953 at 3:00 P.M.

This Mortgage, Made this \_\_\_\_ 6th -

October in the year mineteen hundred and fifty-three

Harry O. Stein and Betty R. Stein, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgages, Witnesseth:

Whereas, the said

Harry G. Stein and Betty R. Stein, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of Fifty-Four Hundred (\$5400.00) - - - - - - - - - - - - - - - - Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Four & One-Half per centum per annum, payable quarterly as it accrues. at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be

payable on <u>December 31, 1953</u>

payable on <u>December 31, 1953</u>

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Harry Q. Stein and Betty R. Stein, his wife,

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that property situate on Harvard Avenue, in the City of Cumberland, Allegany County, Maryland, and being more particularly described as follows, to-wit:

BEGINNING for the same at the intersection formed by the Southerly side of Harvard Avenue with the Southeasterly side of Gephart Drive, said point of beginning being also the beginning of Lot No. 93 of Block 19 of the Cumberland Development Company's Ridgedale Addition to the City of Cumberland, and running thence at right angles to the Southeasterly side of aforesaid Gephart Drive, South 55 degrees 48 minutes East 100 feet to the Northwesterly side of a fifteenfoot alley, North 34 degrees 12 minutes East 121.1 feet to its intersection with the Southerly side of Harvard Avenue, thence with the Southerly side of Harvard Avenue, thence with the Southerly side of beginning.

It being the same property which was conveyed to the parties of the first part by deed of Joseph C. Whitesel, et ux, dated May 19, 1945, and recorded among the Land Records of Allegany County, Maryland, in Deeds Liber No. 204, folio 41.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgages, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns does and shall pay to the said mortgages, its successors or assigns, the aforesaid sum of Fifty-Pour Hundred (\$5400,00) - - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void,

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgager shall, except by reason of death, case to own, transfer or dispose of the within described property without the written consent of the mortgages.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, pro-

#### IMER 300 MGE 416

vided the full amount of any such advance is used for paying the cost of any repair, alterations or improvments to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, ass and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes , its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgages, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgages, its successors or assigns the improvements on the hereby mortgaged land, to the amount

Fifty-Pour Hundred (\$5400.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgages, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgages, or the mortgages may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

- 2 .

Thomas & Keeph

#### STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Curtify, that on this 6th. day of October

in the year ninetees

hundred and fifty-three before me, the subscriber, a Notary Public of the

State of Maryland in and for the county aforesaid, personally appeared

Harry G. Stein and Betty R. Stein, his wife,

and each acknowledged, the foregoing mertgage to be the ir

deed; and at the same time, before me, also personally appeared. Charles A. Piper.

President of The Liberty Treat Company, the within named mortgages and made each in due form
of law, that the consideration in said mortgage is true and bone fide as therein set firth; and the mid Charles A. Piper

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d further, in like manner, make oath that he is the President, and agent or attorney for said and duly authorized by it to make this affidavit. eof I have hereto set my hand and affixed my notarial seal the day and year

Gradiebut

FURCHASE MONKY	CTOBER 6"1953 at 9:10 A.M.
Chis Martgage, Made this	5th day of October
in the year Nineteen Hundred and Fifty.	three, by and between
Ralph Charles Adams and Rub	y Gene Adams, his wife,
of Allegany	County, in the State of Maryland,
ciation, incorporated, a corporation incorpo	ed mortgagor s, and Home Building and Loan Asso- rated under the laws of the State of Maryland, of party of the second part, hereinafter called mortgagee.
TARREY-SIX HUNDRED AND PI	this day loaned to the said mortgagor s , the sum of
which wild man the same of the	Dollars,
1、1、1、1、1、1、1、1、1、1、1、1、1、1、1、1、1、1、1、	to repay in installments with interest thereon cent, (6%) per annum, in the manner following:
By the payments of	FORTY (840) Dollars
principal sum and interest shall be paid, wh	month from the date hereof, until the whole of said sich interest shall be computed by the calendar month, oplied by the mortgages in the following order: (1) to
the payment of interest; and (2) to the payr	ment of the aforesaid principal sum.
The Shire of Sudan Sulfations	aving been a condition precedent to the granting of
OLIGINATION OF THE PARTY OF	以工程工程的设施。 1000年11月1日 - 1000年11日
Now Eberefore, in consideration o	the premises, and of the sum of one dollar in hand

ther with the interest thereon the said mortgager a do give, grant, bargain and sell; as and confirm unto the said mortgages, its successors or satigus, in fee simple, all the

of real estate located in G. A. Jewell's Sub-Division of Hancel Land, along U. S. Route 220, near Rawlings, Allegany County, Maryland,

McMullen Highway and in the first original line of the tract of which this is a part, 427.4 feet from the termination of said line where an iron rod is driven into the ground, second corner to Lot No. 8, and running thence with a portion of the first line reversed and said road line North 58 degrees 45 minutes East. (corrected to M.B. 1945 Continued Vernier Reading) 80.4 feet to another stake in said line, first corner to Lot No. 10; thence with the last line of said lot reversed, South 44 degrees 00 minutes East 280.31 feet to another stake, corner to Lots Numbers 10, 11 and 12; thence with the last line of Lot No. 12 reversed South 45 degrees 00 minutes West 50 feet to another stake, corner to Lots Mumbers 8, 12 and 15; thence reversing the second line of said Lot No. 8, North 44 degrees 00 minutes West 253.95 feet to the place of the BEOLIMING, containing 12857 square feet.

This being the same property which conveyed by Paul J. Davis and Lena O. Davis, his wife, unto the said Ralph Charles Adams and Ruby Gene Adams, his wife, by deed dated June 25, 1953, and recorded among the Land Records of Allegany County, Maryland, simultaneously with the recordation of this mortgage herein.

LOT NO. 11: All of that lot or parcel of ground situated om the southeasterly side of MoMullen Highway, or U. S. Route No. 220, and known as Lot No. 11, in C. A. Jewell's sub-division of Hansel Land, near Rawlings, Allegany County, Maryland, which said lot is more particularly described as follows, to-wit:

BEGINNING at a set stone in the last original line of the tract of which this is a part, 266.67 feet from the termination thereof, third corner to Lot Mo. 10, and running thence reversing a portion of said original line, South 44 degrees 00 minutes East [corrected to M.B. 1945, continued Vernier Reading] 200 feet to another set stone at the Morth corner of First Street; thence with the West line of said Street, South 46 degrees 00 minutes Mest 50 feet to a stake, corner to Lot Mo. 12; thence reversing the first line of said Lot, Morth 44 degrees 00 minutes West 200 feet to a stake, corner to Lots Mos. 9, 10 and 12; thence reversing the third line of Lot Mo. 10, Morth 46 degrees 00 minutes East 50 feet to the place of BEGINNING, containing 10,000 square feet.

This being the same property which was conveyed by Conda Oscar Smith and Marion Elizabeth Smith, his wife, unto the said Ralph Charles Adams and Ruby Gene Adams, his wife, by deed dated the for day of October, 1953, and recorded among the Land Records of Allegany County, Maryland, simultaneously with the recordation of this mortgage herein.

The above described lot is improved by a frame bungelow of five rooms and bath on concrete foundation, exterior walls are covered with insulbric, equipped with gas heating furnance, and with water, gas, electricity and apptic tank.

It is covenanted and agreed by the parties hereto that this mortgage may secure future advances to be made at the mortgage's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500) Dollars now to be made in an amount which would make the mortgage debt exceed the original amount thereof, as provided by Article 66, section 2, of the Annotated Code of Maryland.

The plat of G. A. Jewell's sub-division of Hansel
Land is recorded among the LandBecords of Allegany County, Maryland,
in Map Book No. 1, page 114.

The said mortgages hereby warrant generally to, and covenant with, the said mortgages that the above described property is improved as herein stated and that a perfect fee simple
title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do

ant that they will execute such further assurances as may be requisite.

re, privileges and appartenances thereento belonging or in anywise ap-

Co bave and to bold the aforestid parcel of ground and premises unto the said mort-

18ER 300 PAGE 419

gages, its successors and assigns, forever, provided that if the said mortgagor s, the ir heirs, executors, administrators or assigns, do and shall pay to the said mortgages, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein

on the impart to be performed, then this mortgage shall be void.

Bind it is Bigreed that until default be made in the premises, the said mortgagor a may hold and possess the aforesaid property, npon paying in the meantime, all taxes, assessments and public items levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the in-But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgages, its successors or assigns, or Thomas Lohr Richards, its duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale to be at public auction for cash, and the proceeds arising from such sale to anniv first, to the navment of all expenses incident to such sale, inlished in Cumberland, Maryland, which said sale to be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagor s, their heirs or assigns; and in case of advertisement under the above power but no sale, one-half of the above commissions

shall be allowed and paid by the mortgagor s their representatives, heirs or assigns.

Bnd the said mortgagors , their heirs, executors, adminstrators and assigns further covenant with the mortgages, its successors and assigns, as follows: (1) to keep the buildings now or hereafter erected on the premises described insared against loss by fire in at least the sum

of. THENTY-SIX HUNDRED AND FIFTY. (\$2650)

Dollars in companies approved by the mortgagee, and to deliver all policies of insurance thereon as and when issued and the premium receipts therefor to the mortgages, to whom the said policies shall be made payable as their interest may appear; (2) to pay all taxes, water rents and assessments which may be assessed or levied or imposed upon the said premises within at least thirty days after the same become due or payable, and to produce the receipts for such payments within that time to the mortgagee; (3) and in the event of any failure to effect and pay for such insurance or to pay such taxes, water rents and assessments as aforesaid, or any part thereof, that then and in either or any such event, the mortgages may effect and pay for such insurance and pay such taxes, water rents and assessments, and the sum or sums so paid shall be deemed a part of the principal debt hereby secured and shall bear interest at the same rate, and the same shall be immediately due and payable and collectible with and in the same manner as the said principal debt; (4) to permit, commit or suffer no watta, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagon — to keep the buildings on said property in good condition or repair, the mortgages may demand the immediate repayment of the debt hereby secured, and the failure of the mortgages may demand the immediate repayment of the debt hereby secured, and the failure of the mortgage may demand the immediate repayment of the debt hereby secured, and the failure of the mortgage of a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgage, immediately mature the entire principal shall interest hereby secured, and the mortgage may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (5) the abequate of any security for the debt) to the appointment of a receiver, as here TWENTY-SIX HUNDRED AND FIFTY (\$2650)

Withtese, the hand and seal of the said mortgager s. Ralph Charles Adams (SEAL) Roselie a brattice John adamation gene Adams (SEAL)

#### MER 300 NUE 420

State of	Maryland,	
	County, to-	wit:

I hereby certify, That on this Sed day of October,

in the year nineteen hundred and fifty -three subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Ralph Charles Adems and Ruby Gene Adams, his wife,

the said mortgagor s herein and theyr acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared Thomas Lohr Richards, Attorney and agent for the within named mortgagee and made oath in due form of law, that the on in said mortgage is true and bona fide as herein set forth, and did make oath in due The he had the proper authority to make this affidavit as agent for the said mortgages. form of law Olle he had

CTUNESS my hand and Notarial Seal the day and year aforesaid.

Localie a. Chattee

FILED AND RECORDED OCTOBER 6" 1953 at 10:35 A.M. PURCHASE MONEY

This Mortgage, Made this STR day of OCTOBER in the

year Ninetsen Hundred and fifty - Three by and between

James B. Grabenstein and Kathleen A. Grabenstein, his

of Allegany County, in the State of Maryland, partiast of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgages.

WITNESSETH:

Unibercas, the said mortgages has this day loaned to the said mortgagers, the sum of Seven Thousand Two Bundred 00/100 - - - (\$7,200.00) - - - -

which said sum the mortgagues agree to repay in installments with interest ther the date hereof, at the rate of his per cent, per sanam, in the manner full

By the payment of Fifty-flys R6/100 -- (\$55.08) -- or or before the first day of such and every month from the data hereof, saill the winderineipal sum and interest shall be paid, which interest shall be compared by the original day the said installment payment may be applied by the mortgages in the following state.

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the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and othe charges affecting the hereinafter described premises, and (3) towards the payment of the afore granting of said advance.

Flow Therefore, in consideration of the premises, and of the sum of one dollar paid, and in order to secure the prompt payment of the said indebtedness at the maturity together with the interest thereon, the said mortgagors do give, grant bargain and sell release and confirm unto the said mortgagoe, its successors or assigns, in fee simple, all thing described property, to-wit:

All that lot or parcel of land situated on Elwood Street, Cumberland, Allegany County, Maryland, and more particularly described on follows, to-wit:

BEGINNING for the same at an iron pin in the Northerly side of Elwood Street, said pin being 166.98 feet in a Southeasterly direction from the intersection of the Northerly side of Elwood Street and the Easterly side of Wempe Drive, and running then at right angles to Elwood Street North 19 degrees 20 minutes East 104 feet to the Southerly side of a twelve foot alley, then with said alley South 73 degrees 58 minutes East 41.9 feet to an iron pin, then leaving said alley south 19 degrees 20 minutes West 106.4 feet to an iron pin in the Northerly side of Elwood Street, then with Elwood Street North 70 degrees 40 minutes West 41.75 feet to the place of beginning.

BRING the same property which was conveyed unto the parties of the first pert by deed of Glen Fisher Irvin Jr., and Mildred C. Irvin, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgages option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1946 and any amondments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid bal-

The said mortgagors hereby warrant generally to, and covenant with, the said mortee that the above described property is improved as herein stated and that a perfect fee simple
is convoyed herein free of all liens and encumbrances, except for this mortgage herein, and do is conveyed herein free of an ness and encumbrances, except for this mortga-mant that they will execute such further assurances as may be requisite.

Cogether with the buildings and improvements thereon, and the rights, roads, ways, privileges and appurtenances thereunto belonging or in anywise appertaining.

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shall become due and payable, and in the meantime do and shall perform all the covenants neroin on the impart to be performed, then this mertgage shall be void.

-51

And it is Eigreed that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgages, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to self the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said saie shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the baiance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

End the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgage, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgage is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax recipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee recipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and psyable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no wasts, impairment or deterioration of said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor s to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and if the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notics, institute proceedings to foreclose this mortgage, and shall property be acquired by any person, partnership or corporation—other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagors written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgages written consent, then the whole of said principal sum shall immediately become due and owing as a herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any

Mitters, the hand and seal of said mortgagors .

Attest:

James B. Schuster SEAN

James B. Grabenstein

SEAN

(SEAN

(SEA

IBER 300 HAGE 423

State of Maryland, Allegany County, to-wit:

3 hereby certify, That on this STN day of OCTOBER

in the year nineteen Hundred and Fifty-thras before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared

James B. Granbenstein and Kathleen A. Grabenstein, his wife.

the said mortgagors herein and thay acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS mythand and Notarial Seal the day and year aforesaid.

PUNCHASE NONE	RECORDED OCTOBER 6" 1953	at 10:35 A.M.
This Morty	HUP, Made this STM day of	OCTOBER In the
CONTRACTOR OF THE PROPERTY OF	d and fifty three by and between	CONTRACTOR OF THE PROPERTY OF
Louis	G. Zais and Muriel V. Zais.	hie wife.
The Court of the C	A APPROXICE ON THE RESIDENCE	made and the states a seal areas
inafter called mortgag corporate, incorporate	Allegany County, in the State of Mary ors, and Pirst Federal Savings and Los if under the laws of the United States of and part, hereinafter called mortgages.	an Association of Cumberland, a body
WITNESSETH:	an or compare on the appropriate	the section was the section of the s
Wiberens, th	e said mortgages has this day loaned	to the said mortgagors, the sum of
BLE Thomsond	Seven Bendred Fifty 00/100	(86,750,00) - Dollars,
which said sum the n	cortgagora agree to repay in finite	illuserts with interest thereon from
the date hereof, at the	rate of his per cent. per engers, in the	manner following:
or of the latest the second	Party and 73/100	data harrier will the whole of said to competed by the changer would

### 198 300 ME 424

the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (5) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Plow Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagers do give, grant bargain and sell, convey, release and confirm unto the said mortgages, its successors or assigns, in fee simple, all the following described property, to-wit:

All that piece or parcel of land lying and being in Allegany
County, Maryland, known as Lot No. 46 in Second Addition Bowling
Green, situate along the Old River Road, now called McMullen Bowlevard,
a Plat of which Addition is recorded among the Land Records of Allegany
County, said lot being more particularly described as follows, to-wit:

BEGINNING for the same at a point on the Westerly side of Bowling Avenue at the division line between Lots Nos. 45 and 46 of said Addition as shown on said plat and running then South 69 degrees 21 minutes West 120 feet to an Alley, then South 20 degrees 39 minutes East 40 feet to the division line between Lots Nos. 46 and 47, then North 69 degrees 21 minutes East 120 feet to Bowling Avenue, and then North 20 degrees 39 minutes West 40 feet to the place of beginning.

BEING the same property which was conveyed unto the parties of the first part by deed of Paul R. Morgan and Elizabeth & Morgan, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgages option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500,00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 925 of the Laws of Maryland, passed at the January sessions in the year 1845 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgages may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgages or wherein the Mortgages is the Beneficiary and which is held by the Mortgages as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagore covenant to mainfain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, require, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgages may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant guessyally to, and covenant with, the said mortgages that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liese and entumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Waters, privileges and appartenances thereonto belonging or in anywise appartaining.

#### 100 MGE 425

End it is Egreco that until default be made in the premises, the said mortgagors made hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments as public liens levied on said property, all which taxes, mortgage debt and interest thereon, the as mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Birothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least. Six Thousand Saven Hundred Fifty 00/100 = - - = Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

BnD the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth,

In consideration of the premises the mortgage under the terms and conditions herein set forth,

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgages as follows: (1) to deliver to the mortgages on or before March 15th of each year tax recipts evidencing the payment of all lems for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property or any part thereof, and upon the failure of the mortgage or stokeep the buildings on said property in good condition of repair, the mortgages may demand the framediate repair of said buildings or an increase in the amount of security, or the immediate repaysment of the debt hereby secured and the failure of the mortgage and at the option of the mortgage, immediately mature the entire principal and interest barbely secured, and the mortgage may, without notice, institute proceedings to forcelose this mortgage, and at phy for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to forcelose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation , other than the mortgages's written consent, or should the same be encumbered by the mortgagora, their heirs and personal representatives and assigns, without the mortgages's written consent, then the who

Wiftress, the handsand sealed said mortgagors.

Attest:	Louis 4. Zais	_(SEA)
De Ita:	Louis G. Zais Jais Muriel V. Zais	(SEA)
	STATE AND DESCRIPTION OF AN	_[SEA
Married and Property of		_(SEA)

WINDOW THE COURSE WAS THOSE BUILT AND TO RESERVE AND AND SOUTH

#### 1888 300 MGE 426

State of Maryland, Allegany County, to-wit:

I hereby certify, That on this STN day of OCTOBER

Louis G. Zais and Murial V. Zais, his wifs,

the said mortgagors herein and thay \_\_acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgages and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgages.



y hand and Notarial Seal the day and year aforesaid.

Ale a d Tan Notary Publi

DILED AND RECORDED OCTOBER 7" 1953 at 10:00 A.M.

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#### THEN 300 PAGE 427

(\$5,000.00) Dollare, which eaid sum is to be paid by said parties of the first part to the party of the second part in payments of at least One Hundred (\$100.00) Dollars every six months from the dats hereof, together with interest thereon at the rate of five (5%) percent per annum, which eaid interest is to be paid at the same time on the unpaid balance. This indebtedness being for money advanced by the party of the second part for improvemente about to be made on the hereinafter described property.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, her

heirs and assigns, the following property, to-wit: All that lot or parcel of ground eituate in Election District No. 26, near the Town of Frostburg, Allegany County, Maryland, and particularly described as follows:

BEGINNING for the same at a stake standing on the East ele of a road leading to the Winner Farm, said stake being North 16 degrees 36 minutes West 107.56 feet from a copper plug in a stone located on the West side of said road and being also North 59 degrees 23 minutes West 87.50 fest from the most westerly corner of the stone house owned by Albert Raymond Winner, and running thence with

the East side of aforementioned road North 54 degrees 52 minutes West 74.83 feet to a stake; thence leaving said road North 52 degrees 22 minutes East 313 feet to a stake standing on a fence line; thence with said fence line South 53 degrees 53 minutes East 15.50 feet to a stake; thence South 37 degrees 53 minutes East 61.50 feet to a stake; thence leaving said fence line South 52 degrees 22 minutes West 322 feet to the place of beginning.

IT BEING the same property which was conveyed to George J. Winner by deed of Albert Raymond Winner, dated December 27, 1948, and fecorded among the Land Records of Allegany County, Maryland, in Liber No. 225, folio 574.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Parties of the first part, their

heirs, executors, administrators or assigns, do and shall pay to the said

party of the second part, her

executor , administrator or assigns, the aforesaid sum of Five Thousand (\$5,000.00)

# 100 MGE 428

	and in the same success western, as and when the same anall become due and parable and in
	together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be
	performed, then this mortgage shall be void.
	and it is agreed that until default be made in the premises, the said Parties or
	5000 H. B. B. 1980는 12 전 12
	the first part
	may hold and possess the aforesaid property, upon paying in
	the meantime, all taxes, assessments and public liens levied on said property, all which taxes,
	mortgage debt and interest thereon, the said parties of the first part
•	hereby covenant to pay when legally demandable.
	But in case of default being made in payment of the mortgage debt aforesaid, or of the in-
	terest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,
	and these presents are hereby declared to be made in trust, and the said party of the
	second part, her
	heirs executors administrators and sectors as Nos1 Smot - Cont.
	heirs, executors, administrators and assigns, or. NOEL Speir Gook, his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any
	time thereafter, to sell the property hereby mortgaged or so much theref as may be necessary
	and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which saie shall be made in manner following to-wit: By giving at least twenty
	days' notice of the time, place, manner and terms of sale in some newspaper published in Cum-
	periand, Maryland, which said sale shall be at public auction for each, and the proceeds arising
	from such sale to apply first to the payment of all expenses incident to such sale, including all
	taxes levied, and a commission of eight per cent. to the party selling or making said saie; secondly,
	the payment of all moneys owing under this mortgage, whether the same shall have been then
	to the payment of all moneys owing under this mortgage, whether the same shall have been then
	matured or not; and as to the balance, to pay it over to the said barties of the first
	matured or not; and as to the balance, to pay it over to the said barties of the first part, their
	matured or not; and as to the balance, to pay it over to the said <u>barties of the first</u> part, their  heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission
	matured or not; and as to the balance, to pay it over to the said barties of the first part, their
	part, their  heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor. Itheir representatives, heirs or assigns.
	matured or not; and as to the balance, to pay it over to the said <u>barties</u> of the <u>first</u> part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission
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	matured or not; and as to the balance, to pay it over to the said <u>barties of the first</u> part, their  heirs or assigns, and in case of savertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor.  End the said <u>parties of the first part</u> further covenant to naure forthwith, and pending the existence of this mortgage, to keep insured by some insurance
	matured or not; and as to the balance, to pay it over to the said <u>barties of the first</u> part, their  heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor.  End the said <u>parties of the first part</u> further covenant to naure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgages or her assigns.
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	matured or not; and as to the balance, to pay it over to the said <u>barties of the first</u> part, their  heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor. their representatives, heirs or assigns.  Had the said <u>parties of the first part</u> further covenant to assure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgages or her assigns.  Second the improvements on the hereby mortgaged land to the amount of at least  Five Thousand (\$5,000,00)
	matured or not; and as to the balance, to pay it over to the said <u>parties of the first</u> part, their  heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor. Their representatives, heirs or assigns.  End the said <u>parties of the first part</u> further covenant to naure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or her assigns.  The the improvements on the hereby mortgaged land to the amount of at least  Five Thousand (\$5,000,00)  Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,
	matured or not; and as to the balance, to pay it over to the said <u>barties of the first</u> part, their  heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor. their representatives, heirs or assigns.  Had the said <u>parties of the first part</u> further covenant to assure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgages or her assigns.  Second the improvements on the hereby mortgaged land to the amount of at least  Five Thousand (\$5,000,00)
	matured or not; and as to the balance, to pay it over to the said <u>parties of the first</u> part, their  heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor. Lheir representatives, heirs or assigns.  End the said <u>parties of the first part</u> further covenant to naure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgages or her assigns.  Example the improvements on the hereby mortgaged land to the amount of at least  Five Thousand (\$5,000,00)  Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgages, her heirs or assigns, to the extent
	matured or not; and as to the balance, to pay it over to the said <u>parties of the first</u> part, their  heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor. Lhair representatives, heirs or assigns.  Hith the said <u>parties of the first part</u> further covenant to neure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or <u>her assigns</u> .  Company or companies acceptable to the mortgaged land to the amount of at least  Five Thousand (\$5,000,00)  Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgages , her heirs or assigns, to the extent  there if en or claim hereunder, and to place such policy or
	matured or not; and as to the balance, to pay it over to the said <u>parties of the first</u> part, their  heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor. Their representatives, heirs or assigns.  End the said <u>parties of the first part</u> further covenant to naure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or <u>her assigns</u> .  The the improvements on the hereby mortgaged land to the amount of at least  Five Thousand (\$5,000,00)  Dollars, or inure to the benefit of the mortgagee , her heirs or assigns to the extent ther  her ifen or claim hereunder, and to place such policy or olicies forthwith in possession of the mortgagee , or the mortgagee may effect said insurance
	matured or not; and as to the balance, to pay it over to the said <u>parties of the first</u> part, their  heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission thall be allowed and paid by the mortgagor. a. their representatives, helrs or assigns.  Hith the said <u>parties of the first part</u> further covenant to naure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or <u>her assigns</u> .  State the improvements on the hereby mortgaged land to the amount of at least  Five Thousand (\$5,000,00)  Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee , her heirs or assigns to the extent  her item or claim hersunder, and to place such policy or colicies forthwith in possession of the mortgagee , or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.
	matured or not; and as to the balance, to pay it over to the said barties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor. Their representatives, heirs or assigns.  End the said parties of the first part  further covenant to name forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or her assigns.  The the improvements on the hereby mortgaged land to the amount of at least five Thousand (\$5,000,00)  Dollars, or inure to the benefit of the mortgagee her here or assigns to the extent here inprovements on the mortgagee or here assigns to the extent here or assigns to the extent here.
	matured or not; and as to the balance, to pay it over to the said barties of the first part, their  heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor. Lheir representatives, heirs or assigns.  Hith the said Parties of the first part  further covenant to neure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or her assigns.  The Thousand (\$5,000,00)  Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, in increase the policy or policies issued therefor to be so framed or endorsed, as in case of fires, in increase the policy or collicies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.
	matured or not; and as to the balance, to pay it over to the said parties of the first part, their  nease of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor. their representatives, heirs or assigns.  Had the said parties of the first part  furthet covenant to naure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or her assigns.  The Thousand (\$5,000,00)  Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, her heirs or assigns, to the extent har lies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.  Hittess, the hand and seal of said mortgagors.
	matured or not; and as to the balance, to pay it over to the said <u>parties of the first</u> part, their  In case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor. Laber representatives, heirs or assigns.  Had the said <u>parties of the first part</u> furthet covenant to naure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or <u>her assigns</u> .  The Thousand (\$5,000,00)  Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, her heirs or assigns, to the extent har lies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.  Hittess, the hand and seal of said mortgagors.
	matured or not; and as to the balance, to pay it over to the said barties of the first part, their or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor. A. their representatives, heirs or assigns.  End the said parties of the first part  further covenant to naure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgages or her assigns.  End the improvements on the hereby mortgaged land to the amount of at least  Five Thousand (\$5,000,00)  Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, their or assigns, to the extent therefor the benefit of the mortgages, her heirs or assigns, to the extent therefor the premiums thereon with interest as part of the mortgage may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.  Elittess, the hand and seal of said mortgagors.
	matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor. Lineir representatives, heirs or assigns.  End the said parties of the first part  furthed covenant to naure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgages or her assigns.  End the improvements on the hereby mortgaged land to the amount of at least five Thousand (\$5,000,00)  Dollars, or inure to the benefit of the mortgages, her heirs or assigns, to the extent her identities for the mortgages, or the mortgage may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.  Elithess, the hand and seal of said mortgagors.  Attent:
	matured or not; and as to the balance, to pay it over to the said barties of the first part, their  heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor. Likely representatives, heirs or assigns.  Hid the said parties of the first part  further covenant to naure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgages or her assigns.  Execute improvements on the hereby mortgaged land to the amount of at least  Five Thousand (\$5,000,00)  Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgages. her heirs or assigns, to the extent her lies or claim hereunder, and to place such policy or colicies forthwith in possession of the mortgages, or the mortgages may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.  Hittess, the hand and seal of said mortgagors.  (treet:  Here J. Jimer [SEAL]  Georg J. Jinner [SEAL]
	matured or not; and as to the balance, to pay it over to the said barties of the first part, their or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor. A. their representatives, heirs or assigns.  End the said parties of the first part  further covenant to naure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgages or her assigns.  End the improvements on the hereby mortgaged land to the amount of at least  Five Thousand (\$5,000,00)  Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, their or assigns, to the extent therefor the benefit of the mortgages, her heirs or assigns, to the extent therefor the premiums thereon with interest as part of the mortgage may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.  Elittess, the hand and seal of said mortgagors.

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State of Maryland,
Allegany County, to-wit:
I hereby certify, That on this 6" day of October in the year nineteen Hundred and Fifty—Here , before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared
George J. Winner and Elaine B. Winner, his wife,
and acknowledged the aforegoing mortgage to be their respective act and deed; and at the same time before me also personally appeared. Annie F. Weitzell
the within named mortgages, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set for forth.
WTT Sets my hand and Notarial Seal the day and year aforesaid.  Seal II Butter Notary Public.

FILED AND RECORDED OCTOBER 7" 1953 at 2:00 P.M. PURCHASE MONEY This Marigage, Made this 6711 day of OCTOBER year Nineteen Hundred and fifty-three by and between Richard C. Broome and Louise M. Broome, his wife, of Allegany County, in the State of Maryland, part land the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Mary-

land, party of the second part, hereinafter called mortgages.

Billberens, the said mertgages has this day loaned to the said mortgagors, the sum of Five Thousand Two Eundred Twenty 00/100 - - - (\$5220.00) - Dollars, which said sum the mortgagers agree to repay in installments with interest thereon from the date hereof, at the rate of his per cent. per annum, in the manner following: By the payment of Thirty-nine 93/100 - - - (\$39,93) - - -

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on or before the first day of each and every month from the date hereof, until the who principal sum and interest shall be paid, which interest shall be computed by the calend and the said installment payment may be applied by the mortgages in the following order the payment of interest; (2) to the payment of all taxes, water rent, assessments or public of every nature and description, ground rent, fire and tornado insurance premiums charges affecting the hereinafter described premises, and (3) towards the payment of said principal sum. The due execution of this mortgage having been a condition preceding granting of said advance.

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Flow Therefore, in consideration of the premises, and of the sum of one dollar in paid, and in order to secure the prompt payment of the said indebtedness at the maturity the together with the interest thereon, the said mortgagors do give, grant bargain and sell, or release and confirm unto the said mortgages, its successors or assigns, in fee simple, all the feing described property, to-wit:

All that lot or parcel of ground situated and lying in the City of Cumberland, Allegeny County and State of Maryland, and known - and designated as part of Lot No. 5 of Section A, in the Cumberland Improvement Company's Northern Addition to Cumberland, said part · being more particularly described as follows:

BEGINNING at a point on the Southerly line of Columbia Avenua, it being the end of the first line of Lot No. 4, of Section A, and running then with said Avenue, North 68-3/4 degrees West 35 fact to a stake, then at right angles to said Avanua, South 21-1/4 degrees West 140 feet to an alley, then with said alley and parallel with said Avenue, South 68-3/4 degrees Tast 35 feet to the end of the second line of seld Lot No. 4, then with said second line reversed, North 21-1/4 degrees East 140 feet to the place of beginning.

BEING the same property which was conveyed unto the parties of the first part by deed from Ralph D. Wilson and Mary L. Wilson, hie wifa, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

the mortgagess option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500,00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter \$23 of the Laws of Maryland, passed at the January assistent in the year 1945 and any amondments therefor.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgages may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgages or wherein the Mortgages is the Beneficiary and which is held by the Mortgages as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagore overant to maintain all buildings, structure and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory on and approved by fire insurance Companies as a fire risk, and from time to time make or cause to be made all resoluted and proper replacements, repairs, renewals, and improvements, so that the officiency of said property shall be maintained.

octber with the buildings and improvements thereon, and the rights, ros

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## iner 300 MGE 431

accessors and assigns, forever, provided that if the said mortgagors , thair, executors, administrators or assigns, do and shall pay to the said mortgages, its successors is signs, the aforesaid indebtedness together with the interest thereon, as and when the same become due and payable, and in the meantime do and shall perform all the covenants herein ortheir part to be performed, then this mortgage shall be void.

End it is Egreed that until default be made in the premises, the said mortgagor a may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor a hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgages, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchase or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Enothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigna, the improvements on the hereby mortgaged land to the amount of at least Five Thousand Two Bundred Twenty 00/100 - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to hereunder, and to place such policy or policies forthwith in possession of the mortgages, or the mortgage may effect said insurance and coilect the premiums thereon with interest as part of the mortgage debt.

Bind the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgages, its successors and assigns, all rents, issues after default under the terms of this mortgage, and the mortgages is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagers, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgages as follows: (1) to deliver to the mortgage on or before March 15th of each year tax recipts evidencing the payment of all law-dencing the payment of all liens for public improvements within ninety days after the ame shall become due and payable and to pay and discharge within ninety days after the ame shall become due and payable and to pay and discharge within ninety days after due date all governments within ninety days after the same shall be that may be made on the mortgaged property, on this mertgage or note, or in any the indebtedness secured by this mortgage; (2) to permit, commit or suffer no mortgaged to the present of all buildings on an increase in the amount of security, or the department of the debt hereby secured and the failure of the mortgagers to comply with and demand of the mortgages for a period of thirty days shall constitute a breach of this mortgage, and apply for the appointment of a receiver, as hereinafter principal and interest may, without notice, institute proceedings to foreclose this of this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder any security for the debt) to the appointment of a receiver as hereinafter provided; (3) and the holder gaged property be acquired by any person, persons, partnership or corporation—other than the mortgager's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgager's written consent, then the whole of said mortgage debt intended hereby to be secured shall become due and demandable after thirty days or after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the payment of any of the aforegoing covenants or conditions for thirty days or after default in the performance of any of the afore

Withtess, the hand and seal of said mortgagors .

test : 10 may 1 plants of the

Richard C. Burne (SEAL) Richard C. Brooms Louis M. B. Louise M. Broome

# 1100 300 ME 432

#### State of Maryland, Allegany County, to-wit:

I hereby certify, That on this 6TH day of OCTODEA

in the year nineteen Hundred and Fifty - three a Notary Public of the State of Maryland, in and for said County, personally appeared

Richard C. Broome and Louise M. Broome, hie wife,

the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgages and made oath in due form of law, that the consideration in said mortgage is true and bons fide as therein set forth, and did further make oath in due form ad the proper authority to make this affidavit as agent for the said mortgagee.

hand and Notarial Seal the day and year afor

De Mas

FILED AND RECORDED OCTOBER 6" 1953 at 10:35 A.M. This Mortgage, Made this STN day of OCTOBER year Nineteen Hundred and fifty-three by and between

Robert F. McLuckie and Gladys M. McLuckie, his wife.

of Allegany County, in the State of Maryland, partias of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgages.

4

Unbereas, the said mortgages has this day loaned to the said mortgagors, the s Savan Thomsand Five Hundred 00/100 - - (\$7,500.00) - Dollars hich said sum the mortgagors agree to repay in installments with interest there he date hereof, at the rate of 52 per cent. per annum, in the manner following:

by the payment of. Sixty-one 35/100 - (261.35)
or before the first day of each and every month from the date hereof, until the white interest shall be paid, which interest shall be competed by the calend of the said installment payment may be applied by the mortgages in the following order payment of interest; (2) to the payment of all taxes, water rent, assessments or policy overy nature and description, ground rent, fire and termado insurance premiums arguer affecting the hereinafter described grantees, and (3) to insurance premiums of principal sum. The due constituted grantees, and (3)

#### UBER 300 PAGE 433

Plow Uberefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, release and confirm unto the said mortgages, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or parcel of land situated in Election District No. 7 in Allegany County, Maryland, which is particularly described as follows, to-wit:

BEGINNING for the same at a stake on the Southwesterly side of Maple Lane which stake is North 44-1/2 degrees West 8 feet from the end of the first line of the deed from Ervin E. Orndorff, et ux, to Carl D. Ziler, et ux, dated January 8, 1952, and recorded among the Land Records of Allegeny County, Maryland, in Liber 237, folio 199, and running then along the Southwesterly side of Mapls Lane, North 14-1/2 degrees West 150 feet; then South 45-1/2 degrees West 200 feet; then on a line parallel with Maple Lane, South 44-1/2 degress East-150 feet and then on a line parallel with and eight feet distant from the second line of the aforessid deed from Orndorff to Ziler, North 45-1/2 degrees East 200 feet to the place of beginning.

BEING the same property which was conveyed unto the parties of the first part by deed of Ervin E. Orndorff and Goldie M. Orndorff, his wife, dated July 7, 1953 and recorded in Liber No. 251, folio 351 among the Land Records of Allegany County, Maryland.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgages option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500,00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgages may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgages or wherein the Mortgages is the Beneficiary and which is held by the Mortgages as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every-part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgage that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to bold the above described land and premises unto the said m its successors and assigns, forever, provided that if the said mortgagors, thair heirs, executors, administrators or assigns, do and shall pay to the said mortgagos, its successors or assigns, the aferceaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein enthe impart to be performed, then this mortgage shall be vote

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt Intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Bitothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgage or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Sayan Thousand Five Hundred 00/100 - (\$7,500.00) - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Attent:	Acher & Schooled Ropert F. Malughie Glady M. McJackie Glady M. Nelackie	(SEAL
9	Gladya M. McLuckie	[SEAL
	Constitution of the second	(SEAL)

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State of Maryland, Allegany County, to-wit:

> I hereby certify, That on this 57" day of OCTOBER

in the year nineteen Hundred and Fifty - three before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared

Robert F. McLuckie and Gladys M. McLuckie, his wife,

the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgages.

WITNESS on hand and Notarial Seal the day and year aforesaid.

Lever I of and Notacy Publi

FILED AND RECORDED OCTOBER 7" 1953 at 2:00 P.

This Murinage, Made this 67% day of OCTOBER in the year Nineteen Hundred and fifty-three by and between
George E. Sommerkamp and Olive B. Sommerkamp, his wife,
of Allegany County, in the State of Maryland, partles of the first part, here- inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Mary- land, party of the second part, hereinafter called mortgagee.
WITNESSETH:
Unbereas, the said mortgages has this day loaned to the said mortgagors, the sum of
which said sum the mortgagors agree to repay in installments with interest thereon from
the date hereof, at the rate of Sipper cent, per annum, in the manner following:  By the payment of Eighty-nina 98/100 = 489,98) = 4 - Dollars on or before the first day of each and every month from the date hereof, until the whole of midprintipal sum and interest shall be paid, which interest shall be computed by the coloudar mouth, and the said inetallment payment may be applied by the mortgage in the following order: (1) to

ound rent, fire and tornado in mibed premises, and (8) town m of this months

Piow Cherefore, in consideration of the premises, and of the sum of one dollar paid, and in order to secure the prompt payment of the said indebtedness at the maturity together with the interest thereon, the said mortgagors do give, grant bargain and sell release and confirm unto the said mortgagoe, its successors or assigns, in fee simple, all the described property, to-wit:

FIRST: All that property on Johnson Heights, in Cumberland, Allegany County, Maryland, known as Lots Nos. 3 and 4 of Block No. 30 as shown on a revised plat of Johnson Heights Addition, dated April, 1936, and recorded on May 28th, 1936, among the Plat Records of Allegany County, Maryland in Liber No. 1, folio 43 and the property hereby conveyed being described as follows:

BEGINNING for the same at a point on the Southerly side of Brentwood Street where the line dividing Lots Nos. 2 and 3 of Block 30 of said Addition intersects the same and running then with the Southerly side of Brentwood Street South 88 degrees 10 minutes West 75 feet to the line dividing Lots Nos. 4 and 5 of Block 30, then at right angles to said Brentwood Street and with said dividing line South 1 degree 50 minutes East 169.20 feet to the northerly side of an alley, then with said alley North 70 degrees 58 minutes East 73.28 feet to the line dividing Lots Nos. 3 and 2 of Block 30; and then with said dividing line North 1 degree 50 minutes West 147.52 feet to the place of beginning. All courses refer to true North.

SECOND: All the following real estate situated and lying in or near the City of Cumberland, Allegany County, Maryland, the same being Lots Nos. 59 and 60 of Bannockburn Addition to Cumberland, a plat of which said addition is recorded in Liber No. 1, folio 82 one of the Plat Records of Allegany County, Maryland, and more particularly described as follows, to-wit:

PEGINNING at a point on the Northerly side of Michigan Avenue at the end of the first line of Lot No. 58 in said addition and running then with said Avenue South 47 degrees 30 minutes East 80 feet, then leaving said Avenue North 42 degrees 30 minutes, East 100 feet to Porter Alley, then with said alley North 47 degrees 30 minutes, West 80 feet to the end of the second line of said Lot No. 58 and then with sied second line reversed South 42 degrees 30 minutes West 100 feet to the beginning.

PARCEL NO. TWO

PARCEL NO. TWO

BFING the same lots which were conveyed unto the parties of the first part by two deeds, the first from John Frank Malone dated February 25, 1944 recorded in Liber No. 198, folio 564 Allegany County Land Records; the second from Philip Misco et ux, dated February 13, 1945 recorded in Liber No. 203, folio 40 Allegany County Land Records.

PARCEL NO. ONE

BEING the same property which was conveyed unto the parties of the first part by deed of Myrtle V. Hansell Ludwig et vir of even date which is recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the ag-gregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for pay-ing the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any

1888 300 PAGE 4:37

The said mortgagors hereby warrant—generally to, and covenant—with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that thay will execute such further assurances as may be requisite.

Cogether with the buildings and improvements thereon, and the rights, roads, ways, privileges and appurtenances thereunto belonging or in anywise appertaining.

To bave and to bold the above described land and premises unto the said mortgages, on the lipart to be performed, then this mortgage shall be void.

Bind it is Egreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But In case of defauit being made In payment of the mortgage debt aforesaid, or of the Interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgages, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorised and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Enothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgages or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Elevan Thomsand 00/100 - - - (\$11,000.00) - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgages, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgages, or the mortgage may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

End the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgages, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgages is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax recipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee recipts evidencing the payment of all itens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or noté, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor at the immediate repair of said buildings or an increase in the amount of security, or the inthediate repayment of the debt hereby secured and the failure of the mortgagor at the comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said proprises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation , other than the mortgage's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said mortgage debt

THIRES, the hand and seal of said mortgagors.

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State of Maryland, Allegang County, to-wit:

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I hereby certify, That on this 6TH day of OCTODER.

In the year nineteen Hundred and Fifty—thras , before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

George E. Sommerkamp and Olive/Sommerkamp, his wife,

the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgages and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of the find find the proper authority to make this affidavit as agent for the said mortgages.

WITHESSemy hand and Notarial Seal the day and year aforesaid.

Hered (a)

FILED AND RECORDED OCTOBER 7\* 1953 at 2:10 P.M.
THIS MORTGAGE, made this the 5th day of October,
1953, by and between Manson M. Durr and Isabel M. Durr, his wife,
of Allegany County Maryland, parties of the first part, and
Farmers and Merchants Bank of Keyser, West Virginia, a corporation
of Mineral County West Virginia, party of the second part,

WITNESSETH: WHEREAS Menson M. Durr and Isabel M.
Durr, his wife, are indebted to the said Farmers and Merchants
Bank of Keyser West Virginia, a corporation, in the just and
full sum of FIFTEEN HUNDRED DOLLARS, (\$1,500.00), as evidenced by
a negotiable promissory note of even date herewith, executed by
the said Manson M. Durr and Isabel M. Durr, his wife, and payable
on demand to the order of The Farmers and Merchants Bank of Keyser
West Virginia, in the sum of Fifteen Hundred Dellara, with interest
at its Banking House in Keyser, West Virginia,

NOW THEREFORE, in consideration of the premises,

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and of the mum of one dollar in hand paid, and in order to secure
the prompt payment of the said indebtedness at the maturity thereof
together with the interest thereon, the said Nam son M. Durr and
Isabel M. Durr, his wife, do give grant, bargain and sell, convey
and release unto the said farmers and Merchants Bank of Keyser,
West Virginia, a corporation, its successors and assigns, the
fellowing property to-wit:

That certain parcel of land situate in Allegany, County, Maryland, in Election District Number Seven, near to the Post Office at Rawlings in said County and more particularly described by metes and bounds as follows:

BEGINNING at a stake on the South side of a road leading from the State Road at Rawlings Post Office to the Rail road, being the North East corner of the lots conveyed unto .

Ervin E. Orndorff, thence along the South side of said road, with a new Hedge fence, N. 40° W. 70 feet and 8 inches to a stake in the hedge fence; thence with another line, S. 50° 35' W. 1442 feet to

another stake over a steep bank; thence N. 43° 40' W. 31 feet and 2 inches to another stake; thence ,S.49° 22' W. 165 feet to the Loar line; thence with it, S. 48° E. 62 feet to the most south easterly corner of thee entire tract; thence with the last line N.49° 22' W. 160 feet to a stake; thence S.43° 40' E. 39.4 feet to another stake in the outline; thence N. 50° 30' E. 139 feet to the place of the BEGINNING, containing 20,190 square feet, and being the same parcel of land which was conveyed unto the said Manson M. Durr by the deed of C.S. Hansel, dated the Bo" day of September, 1953, and to be recorded in the affice of the Clerk for the Circuit Court of Allegany County, Maryland, in Deed Book Number \_\_\_\_ at page \_\_\_\_, prior to the recording of this Mortgage.

TOGETHER with the improvements thereon and the rights roads easements and ways, waters and privileges thereunto belonging.

PROVIDED, that the said Manson M. Durr and Isabel
M. Durr, his wife, their heirs executors or assigns, do and shall
pay to the said Farmers and Merchants Bank of Keyser, its
successors and assigns the aforesaid sum of Fifteen Hundred
(\$1,500.00) Dellars, together with the interest thereon, as and
when the same shall become due and payable, and in the meantime
so and shall perform all ofb the covenents herein on their part
to be performed then this mortgage shall be void.

Said parties of the first part covenant that

they will pay the sum of at least Twenty Pive Dollars, (\$25.00) on the said note and indebtedness on or before the 5th day of each month hereafter until the full principal sum together with the accrued interest is fully paid.

AND IT IS AGREED that until default be made in the premises, the said Manson M. Durr and Isabel M. Durr, his wife, may hold and possess the aforesaid property, upon paying in the meantime, all taxes and assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon the said Manson M. Durr and Isabel M. Durr hereby covenant to pay when legally demandable.

But in case of default being made in payment of the ortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall t once become due and payable, and these presents are hereby isclared to be made in trust, and the said Parmers and Merchants ank of Keyser, a corporation, its successors and assigns, or Lester Keynolds, its duly constituted attorney or agent, are hereby uthorized and empowered at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof their assigns; which sale shall be made in the manner following to-wit: By giving at least twenty days notice of the time place anner and terms of sale in some newspaper published in Cumberland Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sake to apply first to the payment of all of the expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making such sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been natured or not; and as to the balance, to pay it over to the said Menson M. Durr and Isabel M. Durr, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be paid by the said ortgagors, their representatives, heirs or assigns.

AND the said Manson M. Durr and Isabel M. Durr, his wife, further covenant to insure forth with, and pending the existence of this mortgage, to keep insured by some insurance company acceptable to the mortgages or its assigns, the improvements on the hereby mortgaged lands to the amount of at least Pifteen Hundred (\$1500.00 Dollars, and to cause the policy of insurance issued therefor to

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be so endorsed ,as in ease of fires, to inure to the benefit of the said mortgagee, its successors or assigns to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the said mortgagee may effect such said insurance and collect the premiums thereon with interest, as a part of the mortgage debt hereby secured.

WITNESS the hands and seals of the said Mortgagors.

Attest:

Manson M. Durr (SEAL)

D.C.Boon

Isabel M. Durr (SEAL)

State of West Virginia, County of Mineral, to-wit:

I hereby certify that on this 7 day of October, 1953, before me, the subscriber a notary public for the County and State aforesaid, personally appeared Manson M. Durr and Gsabel M. Durr, his wife, and they acknowledged the foregoing mortgage to be their act and deed; and at the same time also before me personally appeared F. C. Boor, Cashier of said Fermers and Merchants Bank of Keyser, the within named mortgages, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and seal the day and year aforesaid.
My commission expires

Jan 7-1963

Notary Public.

FILED AND RECCEDED OCTOBER 7" 1953 at 2:45 P.M.

# This Mortgage, Made this

in the year nineteen hundred and

fifty-three . by and between

Edward G. Brookman and Anna M. Brookman, his wife. of Ailegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the eingular, and the feminine as well as the mass as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgages, Witnesseth:

Whereas, the said

Edward G. Brookman and Anna M. Brookman, his wife.

stand indebted unto the said The Liberty Trust Company in the just and full sum of payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Five (5%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 81, June 80, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on December 31, 1953

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Edward G. Brookman and Anna M. Brookman, his wife. does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot or parcel of ground comprising parts of Lots Nos. 11, 12 and 13, Block 41, in Potomsc Psrk Addition, situated near the River Road (now called McMullen Boulevard) about three miles Westward of the City of Cumberland, Allegany County, Maryland, which said parcel is more particularly described as a whole as follows, to-wit:

BEGINNING for the same at the intersection of the Southerly side of Avenue M with the Westerly side of Avenue I, in said Addition, and running thence with the Southerly side of Avenue M, in said Addition, South 77 degrees 51 minutes West 120 feet, then South 12 degrees 09 minutes East 40 feet, thence North 77 degrees 51 minutes East 120 feet to the Westerly side of Avenue I, thence with said side of Avenue I, North 12 degrees 09 minutes West 40 feet to the beginning.

It being the same property which was conveyed unto the said Edward G. Brookman and wife, by Caleb J. White and wife, by deed dated September 22, 1931, and recorded in Liber 166, folio 599, one of the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgages, its ors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgages, its successors or assigns, the aforesaid sum of Eleven Hundred (\$1100.00) - - -- Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgager shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgages.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the aum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost

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of any repair, alterations or improvments to the mortgaged property a provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public ilens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whois or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become dus and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes , its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at jeast twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party seiling or making said sale, and in case said property is advertised, under the power herein contained, and no saie thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insurs forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Eleven Hundred (\$1100.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgages, or the mortgages may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, etipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, euccessors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Edward A. Brookma (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Cartify, that on this & day of October

in the year nineteen

hundred and fifty-three

before me, the subscriber, a Notary Public of the

State of Maryland in and for the county aforesaid, personally appeared

Edward G. Brookman and Anna M. Brookman, his wife,

each acknowledged, the foregoing mortgage to be their

deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgages and made eath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper

did further, in like manner, make oath that he is the President, and agent or attorney for said

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corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year

In witne

James M. Losley

PILED AND RECORDED OCTOBER 7" 1953 at 3:00 P.M.
This Murigage, Made this Stal day of October
in the year Nineteen Hundred and fifty-three, by and between
CARD ALTERNATION OF AN ANY SERVICE AND AN ARREST DESCRIPTION OF AN ARREST AND ARREST ARREST AND ARREST ARREST AND ARREST AND ARREST AND ARREST AND ARREST AND ARREST ARREST AND ARREST ARREST AND ARREST ARR
of Allegany County, in the State of Maryland
parties of the first part, and FROSTEURG NATIONAL BANK, a national banking
corporation duly incorporated under the laws of the United States of
Americs, with its principal office in
of Frostburg, Allegany County, in the State of Maryland,
part_yof the second part, WITNESSETH:
Wherras, the said parties of the first part are justly indebted unto the said party of the second part, its successors and sesigns, in the full sum of
TWO THOUSAND FIVE HUNDRED OO/100 DOLLARS (\$2,500.00)
paysble one year after date of these presents, together with interest thereon at the rate of six per cantum (6%) per annum, payable quartely, as avidenced by the joint and saveral promissory note of the parties of the first part payable to the order of the party of the eccond part, of even data and tenor harewith, which said indebtadness together with interest as aforesaid, the said parties of the first part hereby covarant to pay to the said party of the accord part, it succeesors and accigns, so and when the same is due and payabla.
AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Lawq of Maryland, 1945, or any future amendments thereto.
Nom Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof,
together with the interest thereon, including any future advances, the said parties of the first part do give, grant, bargain and sell, convey, release and confirm unto the said part y
of the second part. Its augus sances hairs and seeigns, the following perspect to with

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ALL the surface of all that lot or parcel of ground lying and being in Allegany County, Maryland, situated in Election District No. 24 in the Village of Eckhart Mines and more particularly described as follows:

BEGINNING for the same at a point standing on the southerly limits of the National Turnpike, said point being South eixty-one degrees forty minutes West eighty-three feet from The Consolidation Coal Company's Engineere Station No. 11971, which is a copper plug in concrete shoulder on southerly limits of said Turnpike, said beginning point also being the beginning of a parcel conveyed by The Consolidation Coal Company to William H. Kreitzburg et al, Truetee of First Baptist Church of Eckhart Mines, by deed dated the 6th day of June, 1928, and recorded in Liber No. 159, folio 346, one of the Land Recorde of Allegany County, Maryland, then leaving said National Turnpike and reversing the fourth line of the aforementioned deed, South nineteen degrees fifty-five minutes East one hundred sixty-six feet (true meridian courses and horizontal distances being used throughout) to the center of an alley, then with said alley South sixty-seven degrees forty-five minutes West sixty-seven feet; thence leaving said alley North nineteen degrees fifty-five minutes West one hundred sixty-six feet to the Southerly limits of the beforementioned National Turnpike, then with said Turnpike, North sixty-seven degrees forty-five minutes East sixty-seven feet to the place of beginning.

IT being the same property which was conveyed to the parties of the first part herein by Ann B. Erown, Widow, by deed of even date herewith and intended to be recorded among the wand Records of Allegany County, Maryland, prior to the recordation of this mortgage.

THIS MORTGAGE SECURES PART OF THE PURCHASE PRICE OF THE PROPERTY HEREINBEFORE DESCRIBED AND IS A PUPCHASE MONEY MORTGAGE.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Frontied, that if the said parties of the first part, the inheirs, executors, administra-
tors or assigns, do and shall pay to the said part Y of the second part . Its successors
SECULORX X MINISTRATES or assigns, the aforesaid sum of
TWO THOUSAND FIVE HUNDRED00/100 DOLLARS (\$2,500.00)
together with the interest thereon, and any future advances made as aforesaid, as and when the
same shall become due and payable, and in the meantime do and shall perform all the covenants
herein on their part to be performed, then this mortgage shall be void.
And it is Agreed that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest
thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said part y of the second part. Its successors assessors assessors assessors assessors as a saigma, or

agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit:

By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said part 105 of the first parts. their

to the said part 108 of the first part. their heirs, or assigns, and in case of advertisement under the above power but no saie, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

All the said parties of the first part further oversignt to hours forthwith a

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pending the existence of this mortgage, to keep insured by some insurance company or companies	
acceptable to the mortgagee or 112 assigns, the improvements on the hereby mortgaged land to	
the amount of at least TWO THOUSAND PIVE HIP DRED and 00/100 Dollars.	
and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire	9 7
or other losses to inure to the benefit of the mortgagee , 1ts successors	
assigns, to the extent of 1ta lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.	
Witness, the hands and seals of said mortgagors.	
Witness: (as to Both)	
Witness: (as to Both) Ruth m. Jodd (with I. Acher Seal) ARTHUR L. MEDER	
0 2:2-1	1
ONE Y. NEDER [Seal]	-1
State of Maryland.	4
Allegany County, to-wit:	- 1
3 hereby certify, That on this V the day of October	
in the year nineteen hundred and fifty-three before me, the subscriber	13
a Notary Public of the State of Maryland, in and for said County, personally appeared	23 3
	4
ARTHUR L. NEDER and JUNE Y. NEDER, his wife	13
and cach acknowledged the aforegoing mortgage to be their respective	5 3
	100
act and deed; and at the same time before me also personally appeared F. FARL KREITZBURG. Cashier of the Frostburg Netional Bank	98
	23 52
the within named mortgagee and made oath in due form of law, that the consideration in said	1 10
Increase is true and bone fide as therein set forth, and the said F. Farl Kreitzburg Thriben made oath that he is the Cashier and agent of the within names martgagee and duly authorized by it to make this affidavit.	
WITH my hand and Notarial Seal the day and year aforesaid.	3 8
017/8/	43 36
(Pum 7.	100

1BER 300 PAGE 447

This Morigage, Made this first day of October , 1953 .

by and between

- - - - - JOSEPH L. ROBINSON and ESTHER ROBINSON, his wife - - - -

of Allegany County, Maryland, partical the first part, hereinafter called the "Mortgagor," and EQUITABLE SAVINGS AND LOAN SOCIETY OF FROSTBURG, MARYLAND, a corporation duly organized and existing under and by virtue of the laws of the State of Maryland, party of the second part, hereinafter called the "Mortgagee."

of TWO THOUSAND SEVEN HUNDRED FORTY and 00/100

DOLLARS (\$2,740.00)

being the belance of the purchase money for the property hardwards.

on his Twenty-one and one-thirteenthe of its stock.

(21-1/13) SHARES

End Ullbereas, the Mortgagor has agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of six per centum (6%) per annum, in the manner following:

By the payment of Twenty-six and 75/100

9

DOLLARS (\$ 26.75 ), on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be pald, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgages in the following order: (1) to the payment of interest; (2) to the payment of all outstanding taxes, assessments or other public charges of every nature and description, fire and extended coverage insurance premiums, and other charges affecting the hereinafter described premises, or to the payment of all sums advanced for the same, together with interest as hereinafter provided; and (3) to the payment of the aforesaid principal sum.

End Unbereas, it was a condition precedent to said loan that the repayment thereof, together with the interest, advances and charges aforesaid, and the performance of the covenants and conditions hereinafter mentioned, should be secured by the execution of this Mortgage:

How Therefore, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of One Dollar (\$1.00) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby give, grant, bargain and sell, convey, release, confirm and assign unto the Mortgagee, its successors and assigns, the following property, to wit:

ALL that lot, piece or parcel of ground lying on the Easterly side of Uhl Street, in Frostburg, Allegany County, Maryland, and more particularly described as follows:

BEGINNING for the same at a point on Uhl Street, said point being also the end of the 3rd line of the whole deed of which this is a part thereof, said point being also the Northeast corner of the Arian Band Hall Lot; thence running from said point with the aforesaid Uhl Street and the 4th line of the whole Lot North twenty-eight degrees twenty-five minutes East fifty feet; thence South fifty-nine degrees fifteen minutes East eighty-two feet; thence South twenty-eight degrees twenty-five minutes Weet fifty feet; thence North fifty-nine degrees fifteen minutes Weet eighty-two feet to the place of beginning, containing one-tenth of an acre, more or less.

IT being the same property which was conveyed by Helen Jackson, widow, to Joseph L. Robinson and his wife, by deed dated April 23, 1951 and recorded among the Land Records of Allegany County, Maryland, in Deeds Liber No. 252, liber 185.

COGCIDET with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereto belonging or in anywise appertaining, including all lighting, heating, gas and plumbing apparatus and fixtures attached to or used on and about said premises, it being agreed that for the purposes of this mortgage the same shall be deemed permanent fixtures, and all rents, issues and profits accruing from the premises hereby mortgaged.

To have and to bold the said lot of ground and improvements thereon to the use of the Mortgages, its successors and assigns, in fee simple.

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Drovided, that if the Mortgagor, his heirs, personal representatives and assigns, shall me or cause to be made the payments herein provided for as and when the same shall become due a payable, and in the meantime shall perform and comply with the covenants and conditions herein m tioned on his part to be made and done, then this Mortgage shall be void.

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Bind the Mortgagor hereby covenants and agrees with the Mortgagoe, its successors and assigns, to pay and perform as above set forth, and in addition thereto to pay unto the Mortgagoe, its successors and assigns, during the continuance of this Mortgage, the sum of

DOLLARS

(\$\frac{1}{2}\) per month upon the same day of each month hereafter, and beginning on the same date as hereinbefore provided for principal and interest payments, said additional payments to constitute a special fund to be used by the Mortgagee, its successors and assigns, in payment of state, county and city taxes, and insurance promiums, when legally due or demandable, and any surplus remaining after the payment of said charges may, at the option of the Mortgagee, be credited as a payment on account of the principal mortgage debt; and the Mortgager further agrees that should said special fund at any time be insufficient, by reason of an increase in the assessment of said property or an increase in the tax rates, or from any other cause, to pay said charges, that he, his heirs, personal representatives or assigns, will on demand pay said deficiency; the Mortgager further agrees to pay, when legally due, all other assessments, public dues and charges levied or assessed, or to be levied or assessed on said property hereby mortgaged, or on the mortgage debt or interest herein covenanted to be paid. In the event of the foreclosure of this Mortgage and the sale of the mortgaged premises as hereinafter provided, any balance in this special fund may, at the option of the Mortgages, be applied to the reduction of the indebtedness hereby secured at the time of the commencement of such foreclosure proceedings.

It is further understood and agreed that if the Mortgagor fails to pay to the Mortgagoe, its successors and assigns, during the continuance of this Mortgago, the said monthly payments for the establishment of a special fund for the payment of state, county and city taxes, and insurance premiums, or any deficiency in said account as hereinbefore mentioned, the Mortgagoe, its successors and assigns, may, at its option, pay the said taxes and insurance premiums without walving or affecting its right to forcelose said mortgago or any other of its rights hereunder, and every payment so made by the Mortgagoe shall bear interest from the date of said payment at the rate of six per centum (6%) per annum and shall become a part of the indebtedness hereby secured.

THE MORTGAGOR also covenants and agrees to keep the improvements on said property in good repair and not to permit or suffer any waste thereon, and to insure and keep insured said improvements against fire, windstorm and such other hazards, as may be required by the Mortgagee, or its assigns, in such company or companies approved by, and in amounts required by the Mortgagee, its successors and assigns, and to cause the policies therefor to be so framed as to inure to the benefit of the Mortgagee, its successors and assigns, to the extent of its or their claim hereunder, and to deliver said policies to the Mortgagee, its successors and assigns.

Bind the Mortgagor does further covenant and agree:

- (a) That if the premises covered hereby, or any part thereof, shall be damaged by fire or other hazard against which insurance is held as hereinbefore provided, the amounts payable by any insurance company pursuant to the contract of insurance shall, to the extent of the indebtedness then remaining unpaid, be paid to the Mortgagee, and, at its option, may be applied to the mortgage debt or released for the repairing or re-building of the premises.
- (b) That upon a default in any of the covenants of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt.
- (c) That it shall be deemed a default under this mortgage if he shall sell, cease to own, transfer, or dispose of the within described property without the written consent of the Mortgages.
- (d) That he specially warrants the property herein mortgaged, and that he will execute such further assurances thereof as may be required.
- (e) That he will pay a "late charge" of twenty-five cents or two cents for each dollar of each payment due, whichever is larger, for each payment more than five days in ar-rears, to cover the extra expense involved in handling delinquent payments.

Bnd it is Egreed that until default be made in the premises, the Mortgagor, his heirs, per-epresentatives or assigns, may hold and possess the aforesaid property.

Bind in case of any default being made in any of the payments, cover this Mortgage, the whole mortgage debt then due and owing, together with an shall, at the option of the Mortgages, its successors and assigns, at once become waiver of any default and the failure to exercise the option to demand the whole gage debt shall not operate as or constitute a waiver of the right to make such de thereafter; and it shall thereupon be inwful for the Equitable Sperings and Loss Marpland, its successors and assigns, or W. Earle Cobey, its, his, her or their and attorney, at any time after such default, to sell the property hereby mortge of as may be necessary to satisfy and pay the indebtedness hereby secured and a making of such sale, and to great and convey the said property to the parameter his, her, or their beits and assigns, which said sale shall be made in the manner string at least twenty days' notice of the time, place, manner and larges of serving at least twenty days' notice of the time, place, manner and larges of serving at least twenty days' notice of the time, place, manner and larges of serving at least twenty days' notice of the time, place, manner and larges of serving at least twenty days' notice of the time, place, manner and larges of the serving at least twenty days' notice of the time, place, manner and larges of the serving at least twenty days' notice of the time, place in the serving at least twenty days' notice of the time, place and the serving at least twenty days' notice of the time, place at large at least twenty days' notice of the time, place at large at least twenty days' notice of the time, place at large at least twenty days' notice of the time, place at large at large at large at least twenty days' notice of the time, place at large at lar

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published in Allegany County, Maryland, which said sale shall be at public auction, and if said property be not sold, it may be sold afterwards, either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling; and the proceeds arising from said sale shall be applied, first, to the payment of all costs and expenses incident to said sale and distribution of the proceeds thereof, including taxes, water rents, and all public charges due and owing, and a commission of eight per cent (8%) to the party selling or making said sale; secondly, to the payment of all claims of said Mortgages, its successors and assigns, owing under this mortgage, whether the same shall have matured or not, including all advances together with interest thereon as herein provided; and the balance (if any there be) shall be paid to the Mortgagor, his personal representatives, heirs or assigns, or to whomever may be entitled to the same. In case of advertisement under the above power but no sale, all expenses incident thereto and one-half of the above commission shall be allowed and paid to the person or persons advertising the same by the Mortgagor.

The covenants herein contained shall bind, and the benefits and advantages shall inure to the respective heirs, personal representatives, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be available to all senders.

	WITNESS as to all:
	Forther Robinson
_	State of Maryland.
	Allegany County, to-wit:
	I hereby certify, That on this first day of October 19 53 before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid,
	Joseph L. Robinson and Esther Robinson, his wife
	the Mortgagor herein, and acknowledged the aforegoing instrument of writing to be their  — Peapertire — act and deed; and at the same time and place before me also personally appeared Fred W. Boetiner, Secretary of the Equitable Savings and Loan Society of Frostburg, Maryland, the Mortgagee therein, and made oath in due form of law that the consideration in the aforegoing mortgage is true and bons fide as herein set forth, and further made oath in due form of law that he is the Secretary and Agent of the Mortgagee and duly authorised by it to make such affidavit.
	Witness my hand and Notarial Seal.
	William a Dais 1800

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50 minutes East, 123.2 feat to an iron stake near the bank of Jennings
Run; thence with the said Jamings Run, South 67 degrees
6 minutes West, 25 feet; and South 61 degrees 45 minutes West 75.8
fact to a stake; thence leaving Jennings Run and running persllal with the accord line of this described percel of ground in a
reversed direction, North 18 degrees 50 minutes West 150.1 feet
to a stake standing on the Southeast eide of the said State Road
and approximately 20 feet from the centerline thereof; thence with
the said Southeast side of the State Road, North 67 degrees 6
minutes East, 75 feet to the place of beginning.

The aforesaid percel of land is the same percel which was convered by deed dated the 29th day of November, 1951, by Varnon E. Dishl and Loretta M. Dishl unto the said Earl Emory Boor and Ida Jane Boor, his wife, and which said deed is of record in Liber Mo. 242, folio 416, one of the Land Recorder Allegany Gounty, Maryland, a specific reference to which maid deed is hereby made for a full and particular description of said land.

Cogether with the buildings and improvements thereon, and the rights, roads, ways,

waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Drovided, that if the said Earl Enery Boor and Ida Jane Boor, his

wife, their heirs, executors, administrators or assigns, do and shall pay to the as
Stanley Litzenburg, his
executor S, administratorS or assigns, the aforesaid sum of
One Thousand Dollars (\$1,000.00),
together with the interest thereon, as and when the same shall become due and payable, and
the meantime do and shail perform all the covenants herein on their part to
performed, then this mortgage shall be void.
And it is Agreed that until default be made in the premises, the said
Earl Emory Boor and Ida Jane Boor, his wife.
may hold and possess the aforesaid property, upon paying i
the meantime, all taxes, assessments and public ilens levied on said property, all which taxes
mortgage debt and interest thereon, the said
Earl Maory Boor and Ida Jane Boor, his wife,
hereby covenant to pay when legally demandable.
But in case of default being made in payment of the mortgage debt aforesaid, or of the in terest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage then the entire mortgage debt intended to be hereby secured shall at once become due and payable
and these presents are hereby declared to be made in trust, and the said
Stanley Litzenburg his
heirs, executors, administrators and assigns, or Earl Edmund Manges.
his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heim or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time place, manner and terms of sale in the control of the time.
from such sale to apply first to the payment of all expenses incident to such sale, including after the payment of all expenses incident to such sale, including after the payment of all moneys owing under this mortgage, whether the same shall have been then
matured or not; and as to the balance, to pay it over to the said Earl Emory Boor and

Ida Jane Boor, his wife, their

shall be allowed and paid by the mortgagor, his

in case of advertisement under the above power but no sale, one-half of the abo

#### 100 300 PAGE 451

Bun; thence with the said Jemnings Rum, South 67 degrees
6 minutes West, 25 feet; and South 61 degrees 45 minutes West 75.8
feet to a stake; thence leaving Jennings Rum and running parallel with the second line of this described parcel of ground in a
reversed direction, North 18 degrees 50 minutes West 130.1 feet
to a stake standing on the Southeast side of the said State Road
and approximately 20 feet from the centerline thereof; thence with
the said Southeast side of the State Road, North 67 degrees 6
minutes East, 75 feet to the place of beginning.

The aforesaid percel of land is the same percel which was convered by deed deted the 29th day of November, 1951, by Vernon E. Diehl and Loretta M. Diehl unto the said Earl Emory Boor and Ida Jane Boor, his wife, and which said deed is of record in Liber No. 242, folio 416, one of the Land Recordsof Allegany County, Maryland, a specific reference to which said deed is hereby made for a full and particular description of said land.

Tor a full and particular description of said land.  Cogether with the buildings and improvements thereon, and the rights, roads, ways,	ł
waters, privileges and appurtenances thereunto belonging or in anywise appertaining.	ı
Provided, that if the said Earl Enery Boor and Ida Jane Boor, his	ı
wife, their heirs, executors, administrators or assigns, do and shall pay to the said	I
Stanley Litzenburg, his	ı
executor S, administratorS or assigns, the aforesaid sum of	ı
One Thousand Dollars (\$1,000.00),	
together with the interest thereon, as and when the same shall become due and payable, and in	ı
the meantime do and shall perform all the covenants herein on their part to be	ı
performed, then this mortgage shall be void.	ı
	ı
And it is Agreed that until default be made in the premises, the said	L
Earl Emory Boor and Ida Jane Boor, his wife,	ı
	П
may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes,	L
mortgage debt and interest thereon, the said	ı
Earl Emory Boor and Ida Jane Boor, his wife,	b
hereby covenant to pay when legally demandable.	ĵ.
But in case of default being made in payment of the mortgage debt aforesaid, or of the in- terest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,	0000
and these presents are hereby declared to be made in trust, and the said	19
Stanley Litzenburg.his	ě
heirs, executors, administrators and assigns, or Earl Edmund Manges,	
his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days notice, of the time, place, manner and terms of sale in some newspaper published in xxxxx and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then	Secure and Secure
matured or not; and as to the balance, to pay it over to the said Earl Enery Boor and	4
Ida Jane Boor, his wife, their	18

ment under the above power but no sale, one-half of the

in case of advertis

shall be allowed and paid by the mortgagor , his

# 1998 300 Mar 452

	Mind the said Earl Emory Boor and Ida Jane Boor, his wife,
150	further covenant to
1000	insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance
	company or companies acceptable to the mortgagee or his
22.7	assigns, the improvements on the hereby mortgaged land to the amount of at least
	One Thousand (\$1,000.00) Dollars.
	and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,
	to inure to the benefit of the mortgagee , his heirs or assigns, to the extent
1	of his what lien or claim hereunder, and to place such policy or
	policies forthwith in possession of the mortgagee , or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.
	[HANGE MANAGEMENT OF THE PROPERTY OF THE PROP
	Witness, the handsand seabof said mertgagor
	Attest:
	Earl & Mangel tout & tou
	Earl & Manger Garl & Book (SEAL)
	Ida Jane Borr [SEAL]
	[SEAL]
DELTA	THE PARTY OF THE P
35.625	State of Maryland,
	Allegany County, to-wit:
(限)	
The second	I hereby certify, That on this 6th day of July,
<b>第15</b>	in the year Nineteen Hundred and Fifty-three, before me, the subscriber,
8.00	a Notary Public of the State of Maryland, in and for said County, personally appeared
8513	Earl Emory Poor and Ida Jane Boor, his wife,
BEALS.	and and same boor, his wife,
展長台	and cach acknowledged the aforegoing mortgage to be his and her respective
22.0	act and deed; and at the same time before me also personally appeared
223	Stanley Litenburg,
<b>原形</b> 制	the within named mortgagee and made oath in due form of law, that the consideration in said
4	
6	V.D. 35 true and bona fide as therein set forth.
12	tale :
	A C- WITH S my hand and Notarial Seal the day and year aforesaid.
	21000
4	Ealedmund Organia
4	Notary Public.
11311111	

(Sec.)

71.

	LIBER JUU PAGE 413.3	
1 7	FILED AND RECORDED OCTOBER 8" 1953	at 1:35 P.M.
"	his Mariane, Made this day	of Outober
144	the year Nineteen Hundred and Fifty Three They Engle and Mae Engle, his wife	by and between
	se angle, his wife	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
		以想想到
of.	Allegany County, in the Stat	of Maryland
pa	rties of the first part, and John Keller	S 01
of.	County, in the Stat	e of Maryland
- pai	of the second part, WITNESSETH:	
20.7	Onbereas. The parties of the first part are	dua Anna Anna
ju	st sum of Two Thousand Wins	. in the fill and
th	e order of the owner of the liret ourt pr	Omise to pay to
th	rote of Siv Per Jantum (6), 000,007, a mont	n and interest at
27	ery six months on the principal and interest	stments to be made of thid indebteduess
2100	interest has been add thousand rive hundred	Dollers (S2.500.00)
	How Therefore in consideration of the	er 1, 1953.
paid	Row Therefore, in consideration of the premises, and of the , and in order to secure the prompt payment of the said indebted orgether with the interest the	e sum of one dollar in hand
of, t	ogether with the interest thereon, the said mortgagor	mess at the maturity there-
do e	give, grant, bargain and seil, convey, release and confirm	
his	confirm	unto the said mortange
heirs	and assigns, the following property, to-wit:	
	ALL that lot or nervel of	
of W	ALL that lot or parcel of ground situated on	the northerly side
l'a rul	est Union Street in the Town of Frostburg, Al	legany Jounty.
	land, and more particularly described as follo	ows:
1 = 0	RECINMING for the same on the said side of We	est Union Street
er ie	point South twenty-eight degrees thirty minut	es Eest sivings
alid O	ne-tenth feet from the intersection of High S	treet and soid
side (	of West Union Street (sometimes called Main S	treet), and
7 100 7	ing thence South twenty-eight degrees thirty n	
	y-four and thirty-five hundredths feet, then	
	degrees thirty minutes East one hundred and	
First	Alley (sometimes called First Street), and	seventy reet to
with	the southerly side of outs change and p	thence
Rest	the southerly side of said Street North twent	y-seven degrees
	thirty-two and three-tenths feet, thence Sout	
	es West one hundred and seventy-one feet to t	he place of
	ning.	
	IT being the same property which was conveyed	
Stein	ley to Mee Engle by deed dated June 16, 1953	and recorded in
Liber	No. 251, folio 253 among the Land Records of	Allegany County.

#### IBSK 300 MGE 454

Provided, that if the said.	thereunto belonging or in anywise appertaining.
their heirs exec	cutors, administrators or assigns, do and shall pay to the said
- mortgages, his	and shall pay to the said
The state of the s	, the aforesaid sum of Two Thousand Five
Hundred (\$2,500.00) Dollar	
	and when the same shall become due and payable, and in
	all the covenants herein on their part to be
performed, then this mortgage shall be	
And it is Agreed that unti	il default be made in the premises, the said.
mortgagor	
	es half and account to the state of
the meantime, all taxes, assessments a	sy hold and possess the aforesaid property, upon paying in nd public liens levied on said property, all which taxes,
mortgage debt and interest thereon, the	[18] [18] [18] [18] [18] [18] [18] [18]
hereby covenant to pay when legally	demandable
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terest thereon, in whole or in part, or h	n any agreement, covenant or condition of this mortgage, to be hereby secured shall at once become due and payable,
	to be made in trust, and the said mortgages,
hia	
	The state of the s
heirs, executors, administrators and assi	gns, or. Illiton Gerson y or agent, are hereby authorised and empowered, at any
time thereafter, to sell the property her	reby mortgaged or so much theref as may be messeem
and to grant and convey the same to the	to purcha apr or numbers thereof his her on their being
or assigns; which sale shall be made in	manner following to-wit: By giving at least twenty
days notice of the time, place, manner a	and terms of sale in some newspaper published in Cum- be at public auction for cash, and the proceeds arising
from such sale to apply first to the pay	ment of all expenses incident to such sale including all
axes levied, and a commission of eight	per cent. to the party selling or making said sale; secondly, der this mortgage, whether the same shall have been then
<ul> <li>Department of the control of the contr</li></ul>	set one morefule, amorner me same well have been then
	a new He name to the noted
and as to the balance, t	o pay it over to the said mortangor
	their heirs or seeigns, and
n case of advertisement under the above	their heirs or sasigns, and
n case of advertisement under the above	their helm or sesions, and
n case of advertisement under the above	their heirs or sasigns, and we power but no sale, one-half of the above commission agor. their representatives, heirs or assigns.
n case of advertisement under the above hall be allowed and paid by the mortga	their heirs or sasigns, and re power but no sale, one-half of the above commission agor_their representatives, heirs or assigns.  SECT
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an case of advertisement under the above half be allowed and paid by the mortga  Hith the said mortga  mortga  maure forthwith, and pending the exister company or companies acceptable to the	their heirs or sasigns, and re power but no sale, one-half of the above commission agor_their representatives, heirs or assigns.  Further covenant to note of this mortgage, to keep insured by some insurance o mortgages or_his
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and to cause the policy or policies issued in increase of advertisement under the above shall be allowed and paid by the mortgate and the said mortgate and to cause the policy or policies issued in increase the benefit of the mortgages of \$2,500.00 the olicies forthwith in possession of the mortgages of the collect the premiums thereon with in the collect the premium thereon with in the collect the premiums thereon with in the collect the premium there are collect the premium there are collect the premium there are collect the collect the premium there are collect the collect the collect the premium there are collect the c	their heirs or assigns, and we power but no sale, one-half of the above commission agor. their representatives, heirs or assigns.  SECT  further covenant to not of this mortgage, to keep insured by some insurance mortgage or his mortgaged land to the amount of at least  (\$2,500.00)  Dollars, theirs or assigns, to the extent noir lies or claim hereunder, and to place such policy or ortgages, or the mortgage may effect said insurance interest as part of the mortgage debt

198 300 MGE 455

State of Maryland, Allegany County, to-wit:

In the year nineteen Hundred and Fifty Three hefore me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Gobe, Engle and Mac Engle, his wife and the acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared John Keller and many is true and bona fide as therein set for forth.

TNESS my hand and Notarial Seal the day and year aforesaid.

Horsem a. Use ....

FILED AND RECORDED OCTOBER 8" 1953 at 8:30 A.M.

THIS MORTGAGE, made this the lst day of October, 1953,
by and between ORAL R. MARKLE and RUTH C. MARKLE, his wife,
of Allegany County, Maryland, parties of the first part, and
PARMERS AND MERCHANTS BANK OF KEYSER, WEST VIRGINIA, a
corporation, of Mineral County, West Virginia, party of the
second part, WITNESSETH:

WHEREAS, Oral R. Markle and Ruth C. Markle, his wife, are indebted to the said Farmers and Kerchants Bank of Keyser, West Virginia, in the eum of ONE THOUSAND DOLLARS, as evidenced by a negotiable promissery note, bearing even date herewith, executed by the said Oral R. Markle and Ruth C. Markle and payable en demand after date to the order of the said Farmers and Merchante Bank of Keyser in the eum of One Thousand



Dollars, (\$1,000.00), with interest at its Banking House in Keyser, W.st Virginia, said makers thereof covenanting and agreeing to pay upon the principal and interest due thereon the sum of at least Twenty Pive Dollars (\$25.00) on or before the first day of each month hereafter until the full principal sum with interest is paid. Default in the payment of any one of the said monthly installments when due shall cause the entire principal sum remaining due and unpaid together with the interest due thereon to become due and payable at once.

NOW THEREFORE in consideration of the premises and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Orel R. Markle and Ruth C. Markle his wife, do hereby give grant, bargain and sell convey release and confirm unto the said FARMERS AND MERCHANTS BANK OF KEYBER, WEST VIRGINIA, a corporation, or its assigns, the following property, to-wit;

All of that certain tract of lend lying on the east side of U.S.Route No.220, commonly known as McMullen Highway, about one mile northward from the Town of McCoole, Maryland, in Election District Number 31 of Allegany County, Maryland, described by metes and bounds as follows:

BEGINNING at an iron stake in the east boundary line of U.S.Route No 220, second corner to a tract of one acre sold to Elmer C. Kitsmiller by John P.Phillips and wife, by deed dated the 10th day of April, 1940, and running thence with said road boundary line by a curve thereof, the direct bearing and distance being N.25° 30'E. (N.B. 1940) 162 feet; thence leaving the said road, S.61° 5' E. 608 feet to another iron stake in the east boundary line of the tract of which this is a part; thence with said original line reversed (M.B.1930), S. 51° 15' W. 83.5 feet to another iron stake, third corner of the said Elmer C. Kitsmiller lot; thence reversing the second line thereof, N. 69° 45' W. 567 feet to the place of the BEGINNING, containing 1.63 acres by computation, and being the same real estate which was conveyed unto the said parties of the first part by John F. Phillips and wife, by doed dated the loth day of April, 1940, and of record in the office of the Clerk of the Circuit Court of Allegany County Maryland, in Deed Book Number 190 at page

TOORTHER with the building thereon and all of the rights and mays privileges and appurtehances thereunto belanging or in anywise appertaining.

#### 100 300 BAGE 457

PROVIDED, that the said Oral R. Markle and Ruth C.
Markle, his wife, their heirs, representatives and assigns, do and
shall pay to the said Farmers and Merchants Bank, of Keyser, or
its assigns the aforesaid sum of One Thousand Dollars,
together with the interest thereon, as and when the same shall
become due and payable, and in the meantime do and shall perform
all of the covenants herein on their part to be performed, then
this Mortgage shall be Void.

AND IT IS AGREED that until default be made in the premises, the said Oral R. Markle and Ruth C. Markle, his wife, may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon the said Oral R. Markle and wife covenant to pay when legally demandable.

But in case default being made in the payment of the mortgage debt sforesaid, or of the interest thereon, in whole or in part or in any agreement, covenant or condition of this mortgage then the entire mortgage debt intendeds to be hereby secured shall at once become due and payable, and these presents are here by declared to be made in trust, and the said Farmers and Merchants Bank of Keyser, West Virginia, a corporation or Lester Reynolds, its duly constituted attorney or agent are hereby authorised or empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, their heirs or assigns; which sale shall be made in the manner following to-wit: By giving 20 days notice of the time place manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public suction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then been matured or not; and as to the balance, to pay it over to the said Oral R. Markle and Ruth C. Markle, his wife, their heirs or assigns, and in case of an advertisement under the power above but no sale, one-half of the above commissions shall shall be allowed and paid by the said mortgagors, their heirs and assigns.

П

AND the said Oral R. Markle and Ruth C. Markle, his wife, further covenent to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the morggages or its assigns the improvements on the hereby mortgaged land to the amount of at least One Thousand Dollars and to cause the policies issued therefor to be so endorsed in the event of fire, to inure to the benefit of the said mortgages or its assigns to the extent of its lien or claim hereunder and to place such insurance policies in the possession of the said mortgages or the said mortgages may effect such insurance and collect the premiums as a part of the debt together with interest, hereby secured.

WITNESS the hands and seals of the said Mortgagors.

S.C.Boon

J. C. Boos

Ruth C. Markle

\_\_(SEAL)

(SEAL)

State of West Virginia,

County of Mineral, to-wits

I hereby certify that on the 7th day of October, 1953, before me the subscriber, a notary public of the date of West Va. for said County, personally appeared Oral R. Markle and Ruth C. Markle, his wife, and each acknowledged the aforesaid Mortgage to be their act and deed; and at the same time also personally appeared before me F. C. Boor, Cashier of the said Parmers and Merchants Bank of Keyser, the within named mortgages, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

Witness my hand and notarial seal the day and year above.

My commission expires:

Dan 7- 1963

Notary Public

BRAL

100 AGE 459

FILED AND RECORDED OCTOBER 9" 1953 at 2:30 P.M.

This Mortgage, Made this —— 9th -

Three, by and between

in the year nineteen hundred and Fifty Three, b.
Lillian May Hendrickson, widow, Ruesell F. Hendrickson and June E. Hendrickson, hie wife,

of Allegany County, State of Maryland, of the first part, hereinafter called Mortgagors , and THE COMMERCIAL SAVINGS BANK OF CUMBERLAND, MARYLAND, a corporation duly incorporated under the laws of Maryland, of the second part, hereinafter called Mortgagee, Witnesseth:

Whereas, the said Mortgagors are justly and bona fide indebted unto the said Mortgagee in the full and just sum of One Thousand Seven Hundred Fifty (\$1,750.00)

Dollars, for which they have given their promissory note of even date herewith, payable on or before one year after date with interest at the rate of 5% per annum, payable monthly.

And whereas, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property, as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

Nam therefore, in consideration of the premises, and in order to secure the prompt payment of the said indebtedness and any future advances as aforesaid, together with the interest thereon, the said Mortgagors do bargain, seil, give, grant, convey, release and confirm unto the said Mortgagee, its successors and assigns, the following property, to-wit:

Firet: All the following lots and parcels of ground lying in Election District No. 29, in Allegany County, Maryland, and designated on a Plat of LaVale Home Addition as Lote No. 1 and 2, and being particularly described as follows:

Beginning at the corner of the National Turnpiks and Oaklawn Avenue, as shown by said Plat, and running thenes with said National Turnpike, and describing both Lots as a whole, South & degrees 30 minutes West 60.1 feet; then South & degrees 30 minutes East 125 feet to an alley; then with said alley, North & degrees 30 minutes East & feet to said Oaklawn Avenue; then with said Avenue, North & degrees 05 minutes West 125.6 feet to the beginning. A plat of LaVale Home Addition is recorded in Liber No. 121, folio 86, one of the Land Records of Allegany County, Maryland.

Being the same property conveyed by John A. Hendrickson to Russell C. Hendrickson et ux by deed dated May 15, 1945, and recorded in Liber No. 203,

folio 715, one of said Land Records, the eaid Russell C. Hendrickeon being now deceased and said property vested in hie surviving wife, Lillian May Hendrickson, by operation of law. Reference to eaid deed and plat is hereby made for a further description.

2, 3, 4, 5, 6, and 7 of a section "A" of the Christopher Wisree Addition, about a miles West from Cumberland, Maryland, and more particularly described as follows,

Beginning for the same at an iron etaks standing North 48 degrees and 45 minutes East 600 feet from the point of intersection of the Southeast side of Wieres Avenue with the Northeast side of Eleanor Street, (a 21 foot width of Street) then (magnetic bearings as of Henry Schaidt survey of October 20, 1923) and with horizontal measurements, North 48 degrees and 45 minutes East 300 feet to an iron etake; thence at right angles to Wierse Avenue, South 41 degrees and 15 minutes East 138 feet to an iron etake at an alleyway; thence with alleyway, South 48 degrees and 45 minutes West 300 feet to an iron stake standing at the end of the eccond line of Lot No. 1 of the Wieres Additon; thence reversing said second line, North 41 degrees and 15 minutes West 138 feet to the beginning.

Being the same property conveyed by Zella J. Wheres to Russell F. Hendrickson et ux by deed dated July 19, 1951, and recorded in Liber No. 234, folio 632, one of the Land Records of Allegany County, Maryland. Reference to eaid deed ie hereby made for a further description.

Third: All that lot or percel of ground situated on the Southeasterly

eide of the National Highway in LaVale, a suburb of the City of Cumberland, Allegany County, Maryland, located about four miles West of the City of Cumberland, Maryland, and more particularly described as follows, to-wit:

Beginning for the same at a stake standing at the end of the second line of parcel of ground conveyed by Bertram K. Lasarus et ux to Marion B. Shome et ux by deed dated the 12th day of July, 1937, and recorded in Liber No. 178, folio 197, one of the Land Records of Allegamy County, Maryland, and continuing thence with part of the third line (magnetic bearings as of the Shome parcel of ground), South 38 degrees and 11 minutes East 117 feet to a stake; thence South 114 degrees and 20 minutes West 119.8 feet to a stake standing on the Northeast side of Oaklawn Avenue; thence with the Northeast side of Oaklawn Avenue, North 39 degrees and 22 minutes West 116.5 feet to a stake on the Southeast side of the National Highway; minutes Weet 116.5 feet to a etake on the Southeast side of the National Highway; thence with the Southeast side of the Highway, North lik degrees and 20 minutes East 121.8 feet to the beginning.

Being the ease property conveyed by Harry L. Lucas et ux to Russell C. Hendrickson et ux by deed dated October 16, 1951, and recorded in Liber No. 235, felio 517, one of the Land Records of Allegany County, Maryland, and subject to the sewer and water line rights therein mentioned, the said Russell C. Hendrickson being now deceased and said property veeted in his surviving wife, Lillian May Hendrickson, by operation of law. Reference to ead deed is hereby made for a further description.

Es hour and to hald the above described property unto the said Mortgagee, its succe or assigne, together with the buildings and improvements thereon, all fixtures and articles of personal property now or at any time hereafter attached to or used in any way in connection with the use, operation and occupation of the above described real estate, and the rights, roads, ways, waters. privileges, and appurtenances thereunto belonging or in anywise appertaining, in fee simple forever

Brauthed, that if the said Mortgagore , its, his, her, or their heirs, executors, administrators, successors, or assigns, do and shall pay or cause to be paid to the said Mortgagee, its successors or assigns, the aforesaid sum of - - One Thousand Seven Hundred Fifty (\$1,750.00) dollars and the interest thereon in the manner and at the times as afore set out, and such future advances with interest thereon, as may be made as hereinbefore provided, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed, that until default be made in the premises, the said Mortgagore may hold and possess the aforesaid property, upon paying, in the meantime, all taxes, assessments and public liene levied on said property and on the mortgage debt and interest hereby intended to be secured, and any lien, claim or charge against said premises which might take precedence over the lien of this mortgage; all which taxes, assessments, public liens, lien, claim, charge, mortgage debt and interest thereon, the said Mortgagors hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the said Mortgagors shall not pay all of said taxes, assessments, public liens, liens, claims and charges as and when the same become due and payable the said Mortgages shall have the full legal right to pay the same, together with all interest, penalties and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said Mortgages, its successors or assigns, or Wilbur V. Wilson, its, hie or their duly constituted attorney or agent, are hereby authorised and empowered at any time thereafter, to sell at public sale the property hereby mortgaged, or so much thereof as may sary; and to grant and convey the same to the purchaser or purchasers thereof, its, his, her or their heirs or assigne; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Allegany County, Maryland, which terms shall be at the discretion of party making sale and the proceeds arising from such sale to apply—first: To the payment of all expenses incident to such sale, including taxes, insurance premiums and a commission of eight per cent, to the party selling or making said sale, and if the property be advertised for default and no sale be made, one-half of said commissions shall be allowed and paid as costs, by the mortgagors , its, his, her or their centatives, heirs or assigns; secondly, to the payment of all moneys owing under this mortge matured or not; and as to the balance, to pay it over to the said Mortgagors , its, his, her or

"And the said Mortgagors further covenant to insure forthwith, and pending the

18R 300 PAGE 461

existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, against ioss by fire with extended coverage, and if required, war damage to the extent available, to the amount of at least - - - One Thousand Seven Hundred Fifty (\$1,750.00)- - - dollars. and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other hazard, to inure to the benefit of the Mortgagee, its successors or assigns, to the extent of its or their ilen or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee, or the Mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

Witness, the hands and seals of said Mortgagors .

William C. Dudley.

State of Maryland, Allegany County, to-wit:

I hereby Certify, that on this \_\_\_ 9th \_\_ day of October. in the year nineteen hundred and Fifty Three, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared

Lillian May Hendrickson, widow, Russell F. Hendrickson and June E. Hendrickson, his wife,

and acknowledged the aforegoing mortgage to be their act and deed; and at the same time, before me, also personally appeared George C. Cook, Cashier of The Commercial Savings Bank of Cumberland, Maryland, a corporation, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said George C. Cook in like manner, make oath that he is the Cashier and agent or attorney for said corporation and duly authorized by it to make this affidavit.

Witness whereof I have hereto set my hand and affixed my Notarial Seal the day

Thestand C. Dudly

IT HEING the same property which was conveyed unto H. Frank Hinse

	and Sylvia E. Hinse by the Cumberland Brewing Company of Allegany County, Maryland, by deed dated August 21, 1946, and recorded among
	the Land Records of Allegany County, Maryland, in Liber No. 210, Polio 645.
Q1-	Together with the buildings and improvements thereon, and the rights, roads, ways,
	waters, privileges and appurtenances thereunto belonging or in anywise appertaining.
	Provided, that if the said parties of the first part,
	their, executors, administrators or assigns, do and shall pay to the said
	party of the second part, its successors
	measutoxxxadoutsississ or assigns, the aforesaid sum of Three Thousand One
	-Hundred Dollars (\$3,100.00)
	The same of the sa
	together with the Interest thereon, as and when the same shall become due and payable, and in
	the meantime do and shall perform all the covenants herein on their part to be
	performed, then this mortgage shall be void.
	And it is Agreed that until default be made in the premises, the said
	parties of the first part
	762 040
	may hold and possess the aforesaid property, upon paying in
	the meantime, all taxes, assessments and public ilens levied on said property, all which taxes,
	mortgage debt and interest thereon, the said Darties of the first part
	hereby covenant to pay when legally demandable.  But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,
	and these presents are hereby declared to be made in trust, and the said party of the
	second part, its successors
	And the second s
	Substructions, administrations and assigns, or James Al Cred Avirett
	his, her or their duly constituted attorney or agent, are hereby authorised and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then
	matured or not; and as to the balance, to pay it over to the said parties of the
	E Clast work No.
	in case of advertisement under the above power but no sale, one-half of the above commission
	shall be allowed and paid by the mortgagor their representatives, heirs or assigns.
	And the said parties of the first part
	insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance
	further covenant to
	insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance
	further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee er. 1ts successors and assigns, the improvements on the hereby mortgaged land to the amount of at least  Three Thousand One Hundred Dollars (\$3,100.00)  Dollars,
	further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgages or 1ts successors and assigns, the improvements on the hereby mortgaged land to the amount of at least  Three Thousand One Hundred Dollars (\$3,100.00)  Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,
	insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or 1ts successors and assigns, the improvements on the hereby mortgaged land to the amount of at least  Three Thousand One Hundred Dollars (\$3,100.00)  Dollars,

and collect the premiums thereon with interest as part of the mortgage debt.
Mithtess, the hand and seal of said mortgagors.
Attest:
Almoune 113 16
B. PRANK HINZE [SEAL]
MARY J. HINZE [SEAL]
State of Maryland,
Allegany County, to-wit:
the state of the s
I hereby certify, That on this 9 th day of October
in the year Nineteen Hundred and P1fty-Three , before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared
H. FRANK HINZE, and MARY J. HINZE, his wife,
andacknowledged the aforegoing mortgage to bethele
act and deed; and at the same time before me also personally appeared JOHN H. MOSNER,
Vice-President and Cashier of The Second National Bank of Cumberland,
the within named mortgagee and made oath in due form of law, that the consideration in said
mortgage is true and bonn fide as therein set forth, and that he is duly storland, to make this affidavit.
WITNESS my hand and Notarial Seel the day and year aforesaid.

Record 157

PILED AND MECORDED OCTOBER 9" 1953 at 12:30 P.M.

PURCHASE MONEY

This Murigage, Note the 7TH and Ocroses

year Nineteen Hundred and fifty - three by and between

Boy D. Michelson and Theles I. Michelson, his wife,

#### 100 AGE 465

of Allegany County, in the State of Maryland, partlift of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgages.

#### WITNESSETH:

Unbereas, the said mortgages has this day loaned to the said mortgagors, the sum of Six Thousand 00/100 - - - - (\$6000.00) - - - - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from

By the payment of Thirty-nine 60/100 - - - (\$39, 60) - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said and the said installment payment may be applied by the mortgagee in the following order: (1) to of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

the date hereof, at the rate of 5 per cent. per annum, in the manner following:

Prow Cherefore, in consideration of the premises, and of the sum of one dollar paid, and in order to secure the prompt payment of the said indebtedness at the maturity together with the interest thereon, the said mortgagers do give, grant bargain and sell, release and confirm unto the said mortgages, its successors or assigns, in fee simple, all the ing described property, to-wit:

All that lot, piece or percel of ground situated, lying and being on the Southerly side of Orchard Place, in Cressp Park Addition, in District No. 7, in Allegeny County, in the State of Meryland, which Addition is near the Cellulose Plant and near Cressptown, a plat of which said addition is recorded in Liber No. 1, folio 10 one of the Plat Records of Allegany County, Maryland, said lot being known . as part of Lot No. 224 of Cresap Park, and described as follows, to-wit:

BEGINNING for the same at a point on the Southerly side of said Orchard Place at the division line between Lots Nos. 224 and 225 in said Addition, being distant 230.2 feet measured along the Southerly side of said Orchard Place in a Westerly direction from the Westerly side of Oskwood Avenue, and running then with the Southerly side of said Orchard Place, South 61 degrees 30 minutes West 67.8 feet; then by a line parallel to said Oakwood Avenue, South 31 degrees East 100 feet; then by a line parellel to said Orchard Place, South 61 degrees 30 minutes West 58.01 feet to the Westerly line of said original lot No. 22k, in seld Crossp Park Addition, and then with seld line, South 48 degrees 57 minutes East 144.89 feet to the Northerly line of Lot

No. 221 in said Cressp Park Addition, and then with said Northerly line of said Lot No. 221, North 59 degrees East 81 feet to the Westerly line of seid Lot No. 225; and then with the division line between seld Lots Nos. 224 and 225, North 31 degrees West 234.1 feet to the place of beginning.

BEING the same property which was conveyed unto the parties of the first part by deed of Robert B. Neff and Katherine T. Neff, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the

recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500,00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all neediul and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgages that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be regulate.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To bave and to bold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgager s. their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenanta herein on theirpart to be performed, then this mortgage shall be void.

Mnd it is Mgreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgages, its successors or assigns, or George W. Legge, its duly constituted attorner or agent are hereby authorised and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Bindthe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgages or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Six Thousand 00/100 - - - (\$6000.00) - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgages, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgages, or the mortgages may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

End the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgages, its successors and assigns, all rents, issues and profits accruing or failing due from said premises after default under the terms of this mortgage, and the mortgages is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgages as follows: (1) to deliver to the mortgages on or before March 18th of each year tax recipts evidencing the payment of all law-fully imposed taxes for the preceding calendar year; to deliver to the mortgages recipts evidencing the payment of all liens for public improvements within ninety days after the same shall become the and same and to pay at discharge within placety days after the date all govern-

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other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgage to keep the buildings on said property in good condition of repair, the mortgage may dense the immediate repairment of the debt hereby secured and the failure of the mortgagers at the amount of security, or the immediate repairment of the debt hereby secured and the failure of the mortgagers at the comply with said demand of the mortgages for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgages, immediately mature the entire principal and interest hereby secured, and the mortgage may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation—, other than the mortgager's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said mortgage debt intended hereby to be secured shall become due and demandable after thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty consecutive days.

Titress, the hand and seal of said mortgagors.

Attest:

Seed To ... Roy D. Nicho (gon Nicholson (SEAL)

State of Maryland, Allegany County, to-wit:

I hereby certify, That on this 7TH day of OCTOBER

in the year ninetoen Hundred and Fifty-Lhraa , before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Roy D. Nicholson and Thelms I. Nicholson, his wife,

the said mortgagors herein and thay acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

With The San And San A

and and Notarial Seal the day and year afanced

De es Jan Notary Public.

# Record 200

FILED AND RECORDED OCTOBER 9" 1953 at 12:35 P.M. PURCHASE MONEY

This Morigage, Made this 7 TN day of OCTOBER in the year Mineteen Hundred and Fifty-three

Roy D. Nicholson and Thelms I. Nicholson, his wife,

County, in the State of Naryland part 10s of the first part, and

Robert B. Neff and Katherine T. Neff, his wife,

Allegany \_\_\_\_County, in the State of \_\_\_\_\_Karyland part 188 of the second part, WITNESSETH:

perties of the second part in the principal cum of \$2000.00 to be peid with interest at the rete of 5 per cent per annum computed and payable quarterly on unpaid balances, said indebtedness to be amortized by the payment of at least \$50.00 quarterly on principal plue the interest accruing thereon, the first quarterly payment being due and payable 3 months from the date of these presents and each and every quarter hereinafter until the whole principal together with the interest accruing thereon is paid in full, said quarterly payment being applied first to the eccued interest and the balance unto the principal, to secure which said principal together with the interest accruing thereon these presents are executed.

How Therefore, in consideration of the premises, and of the sum of one dollar in paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said.

Roy D. Nicholson and Thelma I. Nicholson, his wife,

the property

give, grant, bargain and sell, convey, release and confirm unto the said Robert B. Neff and Katherine T. Neff, his wife, their heirs and assigns the following property, to wit:

All that lot, piece or parcel of ground eituated, lying and being on the Southerly side of Orchard Place, in Gresap Park Addition, in District No. 7, in Allegany County, in the State of Maryland, which Addition is neer the Collulose Plant and near Greeaptown, a plat of which emid oddition to recorded in Liber No. 1, folio 10 one of the Plat Records of Allegeny County, Noryland, seid lot being known as part of Lot No. 224 of Greenp Park, and described as follows, to-wit: BIG INVING for the same at a point on the Southerly side of self

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Orchard Place at the division line between Lots Nos. 225 and 225 in said Addition, being distant 230.2 feet measured along the Southerly side of Orchard Place in a Westerly direction from the Westerly side of Onkwood Avenue, and running then with the Southerly side of said Orchard Place, South 61 degrees 30 minutes West 67.8 feet; then by a line perellel to said Oskwood Avenue, South 31 degrees East 100 feet; then by a line parallel to said Orchard Place, South 61 degrees 30 minutes West 58.01 feet to the Westerly line of said original Lot No. 224 in said Crossp Park Addition, and then with said line South 48 degrees 57 minutes East 184.89 feet to the Northerly line of Lot No. 221 in said Cressp Park Addition, and then with said Northerly line of said Lot No. 221, North 59 degrees East 81 feet to the Westerly line of seid Lot No. 225; and then with the division line between said Lote No. 224 and 225, North 31 degrees West 234.1 feet to the place of beginning

BEING the same property which was conveyed unto the parties of the first part by deed Robert B. Neff and Katherine T. Neff, his wife, of even date, which is intended to be recorded among the Land Records of Allegeny County, Maryland just prior to the recording of these presents

THIS is a second mortgage and is subject to the first mortgage from the parties of the first part to the First Federal Savings and Loan Association of Cumberland of even date, which is intended to be recorded among the Mortgage Records of Allegany County, Maryland Just prior to the recording of these presents.

Cogether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Drovided, that if the said Roy D. Nicholson and Thelms I. Nicholson his wife, their heirs, executors, administrators or assigns, do and shall pay to the said Robert B. Neff and Ketherine T. Neff, his wife, their executor s , administrators or assigns, the aforesaid sum of\_

Two Thousand (\$2000.00) Dollars.

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void. Bind it is Egreed that until default be made in the premises, the said.

Roy D. Nicholson and Thelms I. Nicholson, his wife. may hold and possess the aforesaid property, upon paying in entime, all taxes, assessments and public liens levied on said property, all which taxes,

gage debt and interest thereon, the said. Boy D. Micholson and Thelms T.

Micholson, his wife.

sky covenant to pay when legally demandable

But in case of default being made in payment of the mortgage debt after it thereon, in whole or in part, or in any agreement, overseast or condition the entire mortgage debt intended to be hereby secured shall at once become

and these presents are hereby declared to be made in trust, and the said.

IDER 300 PAGE 4 70
Bobert B. Neff and Katherine T. Neff, his wife, their
heirs, executors, administrators and assigns, or Harry I. Stagmaler his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cum- berland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said Foy D. Nicholson
and Thelms I. Nicholson, his wife, their heirs or assigns, and
in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors their representatives, heirs or assigns.  But the said Roy D. Nicholson and Thelms I. Nicholson, his wife.
further covenant to
insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance
Company or companies acceptable to the mortgages sor their
assigns, the improvements on the hereby mortgaged land to the amount of at jeast
Two Thousand 00/100 (\$2,000,00) Dollars.
and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,
to inure to the benefit of the mortgagees, their heirs or assigns, to the extent
oftheir iten or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagees, or the mortgageesmay effect said insurance
and collect the premiums thereon with interest as part of the mortgage debt
Hittiess, the hand and seal of said mortgagors.
Attest:  Roy Nicholson [SEAL]
Thelma I. Micholson (SEAL)
State of Maryland, second
Allegany County, to-wit:
I hereby certify, That on this 7TH day of Ocroner
in the year nineteen Hundred and Fifty-three before me, the subscriber.
a Notary Public of the State of Maryland, in and for said County, personally appeared
Roy D. Nicholeon and Thelma I. Nicholson, his wife,
and they acknowledged the aforegoing mortgage to be their
act and deed; and at the same time before me also personally appeared
Robert B. Neff end Katherine T. Neff, his wife,
the within named mortgagees and made outh in due form of law, that the consideration in said
mortgage is true and bona fide as therein set for forth.
And the first the second of th
hand and Notarial Seal the day and year aforesaid.

FILED AND RECORDED OCTOBER 9" 1953 at 12:30 P.M.

This Marinage, Made this 27M day of OCTOBER in the year Nineteen Hundred and fifty three by and between

Fraderick L. Wampe and Betty P. Wampe, his wife,

of Allegany County, in the State of Maryland, parting of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgages.

WITNESSETH:

**F** 

Seven Thousand Five Hundres 00/100 - - (\$7,500.00) - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 52 per cent. per annum, in the manner following:



By the payment of <u>Sixty-one</u> 29/100 - - (\$61, 29) - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of sale principal sum and interest shall be paid, which interest shall be computed by the calendar month and the said installment payment may be applied by the mortgages in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornade insurance premiums and other charges affecting the hereinafter described premises, and (8) towards the payment of the afore said principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Pow Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, release and confirm unto the said mortgagers do give, grant bargain and sell, convey, ing described property, to-wit:

All that lot, piece or parcel of ground being known as Lot No.

lof a part of the Frederick A. Wempe property which is situated
on the easterly side of Memorial Avenue just south of Elwood Street
in the City of Cumberland, Allegany County, Maryland, and more
particularly described as follows, to-wit:

BEGINNING for the same at a stake and iron bar on the easterly side of Memorial Avenue, distant South 14 degrees 20 minutes West 109.28 feet from the intersection of the southerly side of Elwood Street with the easterly side of Memorial Avenue and running thence South 70 degrees 40 minutes East 110 feet to a stake, thence South 14 degrees 20 minutes West 58.3 feet to a stake, thence North 70 degrees 40 minutes West 110 feet to a stake on the easterly side of Memorial Avenue and thence with said easterly side North 14 degrees 20 minutes East 58.3 feet to the beginning.

BEING the same property which was conveyed unto the parties of the first part by deed of Frederick A. Wempe, widower, dated the 31st day of August, 1953 and recorded among the Land Records of Allegany County, Maryland in Liber No. 252, folio 586.

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hay at its option advance sums of money at anything and Accident Insurance policy assigned to the Mortga ary and which is held by the Mortgagee as additional ary and which is held by the Mortgagee as additional ary and which is held by the Mortgagee as additional are advanced shall be added to the unpe

ant that they will execute such further assurances as may be req

To have and to boild the above described land and premises unto the said mo its successors and assigns, forever, provided that if the said mortgagers . their heirs, executors, administrators or assigns, do and shall pay to the said mortgages, its successor or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants here on the impart to be performed, then this mortgage shall be void.

of the mortgage, to keep insured by some insurance company or companies of the mortgaged and to the amount of at least. Savan Thousand Five Hundred 00/100 - - Dollar and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, inure to the benefit of the mortgages, its successors or assigns, to the extent of its lien or cisi hersunder, and to place such policy or policies forthwith in possession of the mortgages, or the contract and to place such policy or policies forthwith in possession of the mortgages, or the contract and insurance and collect the premiums thereon with interest as part of the contract and insurance and collect the premiums thereon with interest as part of the contract and collect the premiums thereon with interest as part of the contract and collect the premiums thereon with interest as part of the contract and collect the premiums thereon with interest as part of the contract and collect the premiums thereon with interest as part of the contract and collect the premiums thereon with interest as part of the contract and collect the premiums thereon with interest as part of the contract and collect the premiums thereon with interest as part of the contract and collect the premiums thereon with interest as part of the contract and collect the premiums thereon with interest as part of the contract and collect the premiums the contract and collect the contract and collect the contract and collect the contract and collect the collect the

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waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagous to keep the buildings on said property in good condition of repair, the mortgagoe may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the dobt hereby secured and the failure of the mortgagor to comply with said domand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagoe's written consent, or should the same be encumbered by the mortgagors, their heirs and personni representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors .

Attest:

[SEAL]

State of Maryland.

Allegany County, to-wit:

I hereby certify, That on this 7TN day of OCTOBER in the year nineteen Hundred and Fifty\_\_three a Notary Public of the State of Maryland, in and for said County, personally appeared

Frederick L. Wempe and Betty P. Wempe, his wife,

the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of iaw, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgages.

is my hand and Notariai Seal the day and year aforesaid.

POTATT

#### 1388 300 PAGE 174

Halph M. Face  Nina L. Broadwater  Negative Country (Seal)  I HEREBY CERTIFY, That on this 9th. day of October, 1953  Is before me, subscriber, a Notary Public of the State and County aforesaid, personally appeared  James E. Broadwater and aina L. Broadwater, his wife,  Mortgagor S. named in the aforegoing mortgage and they acknowledged the aforegoing mortgage to be their act. Broadwater (Seal)  Mortgagor S. named in the aforegoing mortgage and they acknowledged the aforegoing mortgage to be their act. Broadwater (Seal)  Mortgagor S. Named In the aforegoing mortgage and they acknowledged the aforegoing mortgage to be their act. Broadwater (Seal)  Mortgagor S. Named In the aforegoing mortgage and they acknowledged the aforegoing mortgage to be their act. Broadwater (Seal)	James E. BROATS ATER at	of October, 1953		by and between
WHEREAS, the said Mortgager are justly indebted unto the Mortgages in the full and just sum of few bundred and forty-five 2400 (12.50).  Now, This mortgager of the said Mortgager is consecutive monthly installments of \$4.500 seath, beginning one match lean to the said Mortgager is successor and adapts in fee simple all that lot of grounds of grant, assign and convey unto the said Mortgager, its successor except the late of the sum of One Daliar, the said mortgager is grant assign and convey unto the said Mortgager, its successor except the late of the "Timberland farm Tract" and an adjoining lot in more fully described in 2 Decederon. May be promised in the said Mortgager in the full said promises because in 2 Decederon. May be promised in the full said promises because in 2 Decederon. May be promised in the full said promises because it is a sum of the said Mortgager in the full said promises because the behavior of the "Timberland farm Tract" and an adjoining lot in one full said said said said said said said said	non to the state of the sales of the sales	nd hine L. BRUALWATER	, his vife	
WHEREAS, the said Mortgager and Corty-five - 2600 (1945-2)  Five Pundred and Corty-five - 2600 (1945-2)  Price Pundred and Corty-five - 2600 (1945-2)  Price State Property Consecutive monthly installments of \$2.50 (1945-2)  Price State Property Consecutive monthly installments of \$2.50 (1945-2)  Price State Property Consecutive monthly installments of \$2.50 (1945-2)  Price State Price Price State Price State Price State Price State Price State Price State Price Price State Price State Price Pr		and mountain emergen, mentelludue.		
think is to be repealed in Live Ive consecutive monthly installments of \$ 45.50 seach, beginning one natural load to here of at the office of the said Mortgage.  NOW, THIS MORTHACE WITNESSETH, That is consideration of the premises and of the sum of One Dollar, the all programs of grand, assign and convey unto the said Mortgage, it is successors and assigns in fee simple all that let of ground of grand, sold and convey in the said Mortgage, it is successors and assigns in fee simple all that let of ground of grand in the said Mortgage, it is successors and assigns in fee simple all that let of ground of grand in the said Mortgage, it is successors and assigns in fee simple all that let of ground of grand in the said Mortgage, it is successors and assigns and in province apportaining or in anything and advantages and apportaining or in anything apportaining and apportaining and apportaining and apportaining anything and apportaining and apportaining and apportaining and	WHEREAS, the said Mostrages 5, 576, buth			The same of
much in to be repaid in the live of the said Mortgages.  See date hered at the office of the said Mortgages.  Solvent and the said Mortgages.  Solvent and solvent	Five fundred and forty-f	Ive 25/00	5/5.2	· III *** \$53.51
NOW. THIS MONTOAGE WITHERSETH, That in consideration of the premises and of the sum of One Dellar, the said foregauer do grant, assign and convey unto the said Mortgager. Its successors and assigns in fee simple all this lock of ground and premises located in Upder Cornel Idation Village, Frontburg, Mc., Election Dist. No. 2, 1950 and more fully described in a Decederony. Mary Fintricky victor dated Nov. 4, 1950 and more fully described in a Decederony. Mary Fintricky victor dated Nov. 4, 1950 corded among Land Records of Allegany Cpunty, Naryland Liber 231. Faile 63 TOGETHER with the buildings and improvements thereupon, and the rights, alley, why waters privilege, appurtaneous aforesaid unto the reverse of the sail thereto belonging or in anywise appertaining.  TO HAVE AND TO HOLD the said for or parcel of ground with the improvements and appurtaneous aforesaid unto the reverse provided that if the said Mortgager is the being a company of the provided and with the improvements and appurtaneous and was the said the said Mortgager, its successors and assigns the aforesaid indeedness, together with the interest thereon and when he said the said Mortgager is successors and assigns the aforesaid indeedness, together with the interest thereon and when he said the said Mortgager is successors and assigns the aforesaid indeedness, together with the interest thereon and when he said the said Mortgager is successors and assigns the aforesaid indeedness, together with the interest thereon and when he said the said Mortgager is successors and assigns the measurement between the said Mortgager is many retain possession of the mortgage said to void.  AND, the said Mortgager of further convenient in the premise the said Mortgager is more party upon paying in the measurement and the measurement between the said mortgager property fully insured measurements to the purchaser of further convenient and the said mortgager is the said mortgager in some paying in the measurement of the said mortgage with the said mortgage with the	thich is to be repaid in the live consecutive months date hereof at the office of the said Mortgages.	nthly installments of \$ 45.5	g such, beginning o	OF BASSA SON
a part of the "Timberland farm Tract" and an adjoining lot  I James & Helen M. McAlPINE  and more fully described in a Deedsfrom, Mary Sattrick, vidor  and more fully described in a Deedsfrom, Mary Sattrick, vidor  coorded among Land Records of Allegany County, Maryland (1) liber 231  TOGETHER with the buildings and improvements thereupon, and the right, alleys, ways, waters, privileges, appurtenances of describing the right of the state of th	NOW, THIS MORTGAGE WITNESSETH, That is fortgagors do grant, susign and convey unto the said	n consideration of the premises	and of the sum of One I	Dollar, the said
and more fully described in a Decksfrom. Mery Settrick, videou died Nov. 1, 1950 Nov. 2, 1950 No	nd premises located in Opper Consolination Vi	Ilage, Fronthirg, Mc.	, Election Dist.	Vo.25
and more fully described in 20 Decelerons, Mary Entrick, victory dated Nov 4, 1950	a part of the "Timberland farm	Tract" and an adjoin	ing lot	- Abown as
TO MAVE AND TO HOLD the said lot or parcel of ground with the improvements and appurtenances aforeanid unto the ITHE FIDELITY SAVINOS BANK OF FROSTBURG, ALLEGANY COUNTY, MARTLAND, its successors and assigns, to rever, provided that if the said Mortgagor 1, the from the part of the said Mortgagor 1, the from the part of the said Mortgagor 1, the from the same the said Mortgagor 1, the from the same the said Mortgagor 1, the from the same the same the same the said Mortgagor 1, the said same and when the same the same that the mortgage shall be void.  AND, it is agreed that until default be made in the premises the said Mortgagor 1 may retain possession of the mortgage operty upon pushing in the meantime all taxes and assessments levied on said property, all of which taxes, mortgage debt and creek thereon said Mortgagor 2 meany overannt to pay when legally demandable.  AND, the said Mortgagor 5 further covenant to pay when legally demandable.  AND, the said Mortgagor 6 further covenant to be the improvements on the said mortgaged property fally insured similar loss by five and other heards as the said Mortgager may from time to time require, for the use of the Mortgages, its successors or anging, or Albert the policy to the Mortgages. But in case of any default or violation of any covenant or condition of this mortgage, then the entire mortgage debt hereby used shall its once become due and payable, and the Mortgages, its successors or anging, or Albert the policy to the Mortgages and the said mortgages, which are shall be made as follows: By yiand, which said shall be at public attention to the said to the purchaset, or his, her or the interior of a said in some newapore published in Allegany County, supposed to the Mortgagor 1, the first of the said for th	1. James & and more fully described in a Decdefron. Mr. mr. 2	Helen M. McALPINE	Nov. 4,	1950
TO HAVE AND TO HOLD the said lot or parcel of ground with the improvements and appurtenances aforeand unto the different party and the property and assigns and the property and the property and assigns and assigns and the property and the party to be performed, then the mortgage shall be void.  AND, it is agreed that until default be made in the premises the said Mortgager ? may retain possession of the mortgage operty upon paying in the meanthms all taxes and assessments levied on said property, all of which taxes, mortgage debt and exest thereon mid Mortgager? hereby evenant to pay when legally demandable.  AND, the said Mortgager ? hereby evenant to pay when legally demandable.  AND, the said Mortgager ? further covenant to pay when legally demandable.  But in case of any default or violation of any covenant or pay the improvements on the said mortgaged property fally insured shall it once become due and payable, and the Mortgages in the stream and to deliver the policy to the Mortgages. In some manual acceptable to the Mortgages to the extent of its lies thereon and to deliver the policy to the Mortgages (as the payable, and the Mortgages, its successors or anging, or Albert Antiques and the payable, and the Mortgages, its successors or anging, or Albert Antiques and the payable, and the Mortgages, its successors or anging, or Albert Antiques and the property, and to convent and the payable, and the Mortgages, its successors or anging, or Albert Antiques and the property, and to convent and the payable, and the property, and to convent and the payable, and the property, and to convent and the payable, and the property, and to convent and the payable, and the property of the payable, and the payable and the property of the payable and payable and the payable and the payable and payable and payable and payable and the payable and p	Allegany County	mirick, widow	, dated Nov 4,	1950 .
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TO HAVE AND TO HOLD the said lot or parcel of ground with the improvements and appurtenances aforeand unto the did THE FIDELITY SAVINOS BANK OF FROSTBURG, ALLECANY COUNTY, MATTLAND, its successors and assigns, do rever, provided that if the said Mortgages it successors and assigns the said mortgage its successors and assigns the said mortgage its successors and assigns the said when the said in the meantime, do and shall perform all the covenants hereis on and when the said in the said Mortgage it successors and assigns the aforeand indebtedness, together with the interest time of the part to be performed, then this mortgage shall be void.  AND, it is agreed that until default be made in the permises the said Mortgages? may retain possession of the mortgage deperty upon paying in the meantime all taxes and assessments levied on said property, all of which taxes, mortgage debt and creek thereon mid Mortgages? hereby evenant to pay when legally demandable.  AND, the said Mortgages further covenant to pay when legally demandable.  AND, the said Mortgages for further covenant to be understand to the mortgage property fally insured simulations by five and other hearands as the maid Mortgages may from thins to time require, for the use of the Mortgages, in some manual acceptable to the Mortgages to the extent of its lies thereon and to deliver the policy to the Mortgages. In some manual acceptable to the Mortgages to the extent of its lies thereon and to deliver the policy to the Mortgages. Its successors or anging, or Albert the policy to the Mortgages which are shall be compared as an appropriate and to the mortgage, which make shall be a public as an appropriate and to the processors or anging, or Albert Albert propriate shall be made as follows: By appropriate and the processors or anging, or Albert he shall be made as follows: By appropriate and the processor and as an appropriate propriate and the processor and as an appropriate propriate and the processor and assets and appropriate processors and assets and ap				
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AND, the said Mortgager further covenant to keep the improvements on the said mortgaged property fully insured sinust loss by fire and ether insances as the said Mortgager may from time to time require, for the use of the Mortgager, in some injust loss by fire and ether insances as the said Mortgager in the consequence of the Mortgager, in some injustices of any default or violation of any covenant or condition of this mortgage, then the entire mortgage debt hereby sured shall at once become due and payable, and the Mortgager, its successors or assigns, or Albert A. Doub, its, his or their duly occaser, and to convey the same to the proposered, at any time thereafter, to sell and people ty, or so much thereof as may be long at least twenty days' notice of the time payers in the thereafter, to sell and people ty, or so much thereof as may be long at least twenty days' notice of the time, here or their being or assigns; which said shall be made as follows: By reyland, which said shall be at public autotions of many the constant of the payment of the payment of the payment of all monies owing under this mortgage, whether the same shall have been matured or not; and as to the balance, pay it over to the Mortgager of their representatives, heirs or assigns, one-half of the above numission shall be paid by the Mortgager of their representatives, heirs or assigns.  WITNESS OUTT, to-wit:  I HERRERY CERTIFY, That on this 9th. day of October, 1953  IN JOSEAL AND	AND, it is agreed that until default be made in the operty upon paying in the meantime all taxes and assesses thereon said Mortgagor shereby covenant to	premiees the said Mortgagor fi sments levied on said property to pay when legally demandable	may retain possession of , all of which taxes, morta	the mortgaged gage debt and
But in case of any default or violation of any covenant or condition of this mortgage, then the entire mortgage debt hereby supported shall at once become due and payable, and the Mortgagee, its successors or assigns, or abert A. Doub, its, his or their duly natifiated attempt or agent, are hereby empowered at any time thereafter, to sell said property, or so much thereof as may be obtained at the purchaser, or his, her or their heirs or assigns; which saie shall be made as follows: By tryinned, which saie shall be ast public auction for each and the proceeds arising therefrom to apply: first, to the purpose aspenses incident to the sale, including taxes, and a commission of eight per cent (\$50) to the party making said saie; secondly, the payment of all monies owing under this mortgage, whether the same shall have been matured or not; and as to the balance, namission shall be paid by the Mortgagor g. their representatives, heirs or assigns, and in case of advertisement but no saie, one-half of the above namission shall be paid by the Mortgagor g. their representatives, heirs or assigns.  WITNESS OUT hand and seal to the balance, here assigns, and in case of advertisement but no saie, one-half of the above namission shall be paid by the Mortgagor g. their representatives, heirs or assigns.  WITNESS OUT hand said seal to the balance assigns, and in case of advertisement but no saie, one-half of the above numbers of the same shall have the same shall have the same shall have the same shall have the same shall be said to the state and County aforesaid, personally appeared.  Mortgagor g. named in the aforegoing mortgage and they acknowledged the aforegoing mortgage to be their act the same shall have a payment of the state and County aforesaid, personally appeared.  As WITNESS my hand and Notarial Seal.  As WITNESS my hand and Notarial Seal.	AND, the said Mortgages further covenant sinst loss by fire and other hazards as the said Mortgage mpany acceptable to the Mortgages to the extent of its is	to keep the improvements on the may from time to time requirem the terroon and to deliver the	the said mortgaged property re, for the use of the Mortg	y fully insured pages, in some
TEST:    Falph M. Face   Nina L. Broadwater	cessary, and to convey the same to the purchaser, or his, ring at least twenty days' notice of the time, place, man- ryland, which sale shall be at public auction for cash	her or their heirs or assigns; oner and terms of sale in some and the proceeds arising there	property, or so much there which sale shall be made as newspaper published in Alle efrom to apoly: first to the	of as may be follows: By egany County,
TEST:    Falph M. Face   Nina L. Broadwater	day it over to the Mortgagne n , their heirs or	bether the same shall have been assigns, and in case of adverti	matured or not; and as to	o the balance,
Halph M. Face  Nina L. Broadwater  ATE OF MARYLAND,  LEGANY COUNTY, to-wit:  1 HEREBY CERTIFY, That on this 9th. day of October, 1953  19 before me, subscriber, a Notary Public of the State and County aforesaid, personally appeared  James E. BROADWATER and sina L. BROADWATER, his wife,  Mortgagor S named in the aforegoing mortgage and they acknowledged the aforegoing mortgage to be their act.  BEGANY COUNTY, MARYLAND, and made each in due form of law that the consideration set forth in said mortgage is true  AS WITARRS my hand and Notarial Seal.  AS WITARRS my hand and Notarial Seal.	pay it over to the Mortgagne n , their heirs or numerical shall be paid by the Mortgagur n , their	hether the same shall have bee assigns, and in case of adverti representatives, heirs or a	n matured or not; and as to sement but no sale, one-hall saigns.	o the balance, f of the above
Halph M. Face  Nina L. Broadwater  ATE OF MARYLAND,  LEGANY COUNTY, to-wit:  1 HEREBY CERTIFY, That on this 9th. day of October, 1953  19 before me, subscriber, a Notary Public of the State and County aforesaid, personally appeared  James E. BROADWATER and sina L. BROADWATER, his wife,  Mortgagor S named in the aforegoing mortgage and they acknowledged the aforegoing mortgage to be their act.  BEGANY COUNTY, MARYLAND, and made each in due form of law that the consideration set forth in said mortgage is true  AS WITARRS my hand and Notarial Seal.  AS WITARRS my hand and Notarial Seal.	pay it over to the Mortgagne n , their heirs or numission shall be paid by the Mortgagur n , their	rassigns, and in case of adverti representatives, heirs or a	sement but no sale, one-hall seigns.	o the balance, f of the above
Halph M. Face  Nina L. Broadwater  ATE OF MARYLAND,  LEGANY COUNTY, to-wit:  1 HEREBY CERTIFY, That on this 9th. day of October, 1953  19 before me, subscriber, a Notary Public of the State and County aforesaid, personally appeared  James E. BROADWATER and sina L. BROADWATER, his wife,  Mortgagor S named in the aforegoing mortgage and they acknowledged the aforegoing mortgage to be their act.  BEGANY COUNTY, MARYLAND, and made each in due form of law that the consideration set forth in said mortgage is true  AS WITARRS my hand and Notarial Seal.  AS WITARRS my hand and Notarial Seal.	pay it over to the Mortgagne n , their heirs or numission shall be paid by the Mortgagur n , their	rassigns, and in case of adverti representatives, heirs or a	sement but no sale, one-hall seigns.	o the balance, f of the above
NIGH L. Broadwater  As a County to-wit:  1 HEREBY CERTIFY, That on this 9th, day of October, 1953  18 before me, subscriber, a Notary Public of the State and County aforesaid, personally appeared  James E. Broadwater and in the State and County aforesaid, personally appeared  James E. Broadwater and in the storegoing mortgage and they acknowledged the aforegoing mortgage to be their act became the decomposition of William B. Vates, Treasurer of THE FIDELITY SAVINGS BANK OF FROSTBURG, Bons 610 as therein set forth.  As WITNESS my hand and Notarial Seal.  As WITNESS my hand and Notarial Seal.	pay it over to the Mortgagne n , their heirs or numission shall be paid by the Mortgagor n , their WITNESS OUT hand n and seal n	rassigns, and in case of adverti representatives, heirs or a	sement but no sale, one-hall seigns.	o the balance, f of the above
LEGANY COUNTY, to-wit:  1 HEREBY CERTIFY, That on this 9th. day of October, 1953  19 before me, subscriber, a Notary Public of the State and County aforesaid, personally appeared  James E. RECALIVATER and Mina L. BECALIVATER, his wife,  Mortgagor S. named in the aforegoing mortgage and they acknowledged the aforegoing mortgage to be their act.  BEGANY COUNTY, MARYLAND, and made each in due form of law that the consideration set forth in said mortgage is true  AS WITH THE STATES MY hand and Notarial Seal.  AS WITH THE STATES MY hand and Notarial Seal.	pay it over to the Mortgagne n , their heirs or numission shall be paid by the Mortgagor n , their WITNESS OUT hand n and seal n	rassigns, and in case of adverti representatives, heirs or a	sement but no sale, one-hall seigns.	o the balance, f of the above
I HEREBY CERTIFY, That on this 9th. day of October, 1953  18 before me, subscriber, a Notary Public of the State and County aforesald, personally appeared  James E. BROALWATER and aina L. BROALWATER, his wife,  Mortgagor S. named in the aforegoing mortgage and they acknowledged the aforegoing mortgage to be their act. the same the decompeared William B. VATES, Treasurer of THE FIDELITY SAVINGS BANK OF FROSTBURG, BORNA COUNTE, MARYLAND, and made eath in due form of law that the consideration set forth in said mortgage is true  AS WITNESS my hand and Notarial Seal.  AS WITNESS my hand and Notarial Seal.	pay it over to the Mortgagne n . their helrs or numission shall be paid by the Mortgagor n . their . WITNESS Our hand n and seal n	James E. Broad	Resoluted or not; and as to seement but no sale, one-hall salgas.  Resolute  Blooding	(SEAL)
I HEREBY CERTIFY, That on this 9th. day of October, 1953  subscriber, a Notary Public of the State and County aforesaid, personally appeared  James E. BROAINATER and Sina L. BROAINATER, his wife,  Mortgagor S. named in the aforegoing mortgage and they acknowledged the aforegoing mortgage to be their act. the same that the appeared William B. YATES, Treasurer of THE FIDELITY SAVINGS BANK OF FROSTBURG, SEGANY COUNTE, MARYLAND, and made eath in due form of law that the consideration set forth in said mortgage is true  AS WITARES my hand and Notarial Seal.  AS WITARES my hand and Notarial Seal.	play it over to the Mortgager n . their helrs or numission shall be paid by the Mortgager n . their . WITNESS OUT hand n and seal n .	James E. Broad	Resoluted or not; and as to seement but no sale, one-hall salgas.  Resolute  Blooding	(SEAL)
subscriber, a Notary Public of the State and County aforesaid, personally appeared  James E. BROAINATER and Minn L. BROAINATER, his wife,  Mortgagor S. named in the aforegoing mortgage and they acknowledged the aforegoing mortgage to be their act.  the mame that the appeared William B. YATES, Treasurer of THE FIDELITY SAVINGS BANK OF FROSTBURG,  SEGAN COUNTE, MARYLAND, and made eath in due form of law that the consideration set forth in said mortgage is true  AS WITCHES my hand and Notarial Seal.	pay it over to the Mortgager n . their heirs or minission shall be paid by the Mortgager n . their . WITNESS OUT hand n and seal n . TRET:  Falph M. Face	James E. Broad	Resoluted or not; and as to seement but no sale, one-hall salgas.  Resolute  Blooding	(SEAL)
Mortgagor E. named in the aforegoing mortgage and they acknowledged the aforegoing mortgage to be their act. BEGAIN COUNTE MARYLAND, and made outh in due form of law that the consideration set forth in said mortgage is true here.  AS WITHING my hand and Notarial Seal.  AS WITHING MY HAND AND AND AND AND AND AND AND AND AND	pay it over to the Mortgager n . their helrs or minission shall be paid by the Mortgager n . their their witness our hand need not send no	James E. Broads Nins L. Broads	Resolution of and as to sement but no sale, one-hal saigns.  Resolution  Resolution  Resolution  Resolution  Resolution	(SEAL)
the same the dos appeared WILLIAM B. VATES, Tressurer of THE FIDELITY SAVINGS BANK OF FROSTBURG, SGANY COUNTE, MARYLAND, and made oath in due form of law that the consideration set forth in said mortgage is true.  AS WITNESS my hand and Notarial Seal.  AS WITNESS my hand and Notarial Seal.	pay it over to the Mortanger n. their helrs or numission shall be paid by the Mortanger n. their their witness our hand number and seal n. TRET:    Harrian	Nina L. Broadus	Resolution of and as to sement but no sale, one-hal saigns.  Resolution  Resolution  Resolution  Resolution  Resolution	(SEAL) (SEAL) (SEAL)
the same the dos appeared WILLIAM B. VATES, Tressurer of THE FIDELITY SAVINGS BANK OF FROSTBURG, SGANY COUNTE, MARYLAND, and made oath in due form of law that the consideration set forth in said mortgage is true.  AS WITNESS my hand and Notarial Seal.  AS WITNESS my hand and Notarial Seal.	PAYE OF MARYLAND, LEGANY COUNTY, to-wit:  1 HEREHY CERTIFY, That on this 9th.  subscriber, a Nutary Public of the State and County afort	James E. Broady Nina L. Broadys  Nina L. Broadys  October, 195	sement but no sale, one-hal saigns.  Resolution  Pte Bloodless  iter	(SEAL) (SEAL) (SEAL)
Kall M. Kay	pay it over to the Mortanger n. their helrs or minission shall be paid by the Mortanger n. their helrs of their hand seal n. WITNESS OUR hand and seal n. TRET:    Fig. 1 ph M. Race   State and County after the State and County after James E. BRC James	Somen E. Broads  Nina L. Broads  Note of October, 195	Bloadwa	(SEAL)  (SEAL)  (SEAL)
Fright M. Face, Notary Public	pay it over to the Mortgagor s. their helrs or mission shall be paid by the Mortgagor s. their mission shall be paid by the Mortgagor s. their hand seal s. WITNESS OUT hand and seal s. TEST:	Somen E. Broads  Nina L. Broads  Note of October, 195	Bloadwa	(SEAL)  (SEAL)  (SEAL)
Falph M / Sace, Notary Public	pay it over to the Mortgagor s. their helrs or mission shall be paid by the Mortgagor s. their mission shall be paid by the Mortgagor s. their hand seal s. WITNESS OUT hand and seal s. TEST:	Somen E. Broads  Nina L. Broads  Note of October, 195	Bloadwa	(SEAL) (SEAL) (SEAL)
	pay it over to the Mortgagor s. their helrs or mission shall be paid by the Mortgagor s. their mission shall be paid by the Mortgagor s. their hand seal s. WITNESS OUT hand and seal s. TEST:	Nina L. Broadway of October, 195  sand, personally appeared  ADMATER and mina L.  they acknowledged the af  Pressurer of THE FIDELLTY  form of law that the considers	BLOGALWATER, his will occopying mortgage to be 1  8AVINGS BANK OF FI	(SEAL)  (SEAL)  (SEAL)
	pay it over to the Mortgagor s. their helrs or mission shall be paid by the Mortgagor s. their mission shall be paid by the Mortgagor s. their hand seal s. WITNESS OUT hand and seal s. TEST:	Nina L. Broadway of October, 195  sand, personally appeared  ADMATER and mina L.  they acknowledged the af  Pressurer of THE FIDELLTY  form of law that the considers	BLOGALWATER, his will occopying mortgage to be 1  8AVINGS BANK OF FI	(SEAL) (SEAL) (SEAL)
	pay it over to the Mortgagor s. their heirs or minission shall be paid by the Mortgagor s. their their with their hand seal s. their hand seal s. TEST:  TES	Nina L. Broadway of October, 195  sand, personally appeared  ADMATER and mina L.  they acknowledged the af  Pressurer of THE FIDELLTY  form of law that the considers	BLOGALWATER, his will occopying mortgage to be 1  8AVINGS BANK OF FI	(SEAL)  (SEAL)  (SEAL)

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FILED AND RECORDED OCTOBER 10" 1953 at 9:00 A.M.

# This Mortgage, Made this

in the year mineteen hundred and fifty-three

Mabel G. Barnes and Ernest B. Barnes, her husband, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgages,

Whereas, the said

Witnesseth:

Mabel G. Barnes and Ernest B. Barnes, her husband,

stand indebted unto the said The Liberty Trust Company in the just and full sum of Sixty-Nine Hundred (\$6900.00) - - - - - - - - - - - Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues. at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on December 31, 1953

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Mabel G. Barnes and Ernest B. Barnes, her husband, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot or parcel of ground situated and lying on the North-erly side of the Bedford Road, about two miles from the City of Cum-berland, in Election District No. 5, Allegany County, Msryland, which is more particularly described as follows, to-wit:

BEGINNING at a stone planted on the West side of "Rocky Hollow" Road, and 9 feet East of a young poplar tree growing on the top of a bank at the end of a wire fence, and running thence with said wire fence and the lands of said Joseph H. Lippold, the following courses and distances, South 47½ degrees West 9-12/100 perches to a white oak marked; thence South 41 degrees West 4-44/100 perches to a marked white oak tree; thence South 36 degrees West 10-42/100 perches to a small locust tree marked; thence leaving the wire fence and still with the Lippold land running up the hill by a divisional line (now) made, North 40 degrees West 58 perches to a worm fence, a line of George Wolf's land; thence with said fence and said Wolf's land the following courses and distances, viz: South 66 degrees East 30-68/100 perches; South 68½ degrees East 8½ perches; South 59½ degrees East 20-4/10 perches to the place of beginning, containing 4-5/8 acres, more or less. BEGINNING at a stone planted on the West side of "Rocky Hollow"

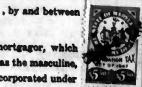
It being the same property which was conveyed unto them by Wilbur V. Wilson, Trustee, by deed dated April 8, 1949, and recorded in Liber No. 224, folio 521, one of the Land Records of Allegany

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgages, its cessors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgages, its successors or assigns, the aforesaid sum of Sixty-Nine Hundred (\$6900.00) Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

PT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgages.







#### 188 300 MG 476

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full
payment of the mortgage debt, but not to exceed in the aggregate the
sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount
which would make the mortgage debt exceed the original amount hereof,
provided the full amount of any such advance is used for paying the
cost of any repair, alterations or improvements to the mortgaged property, as provided by Chapter 923 of the Laws of Maryland passed at the
January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED the most death.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes , its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said saic, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgager does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Sixty-Nine Hundred (\$6900.00) - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgages, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgages, or the mortgage may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto. WITNESS, the hand and seal of said mortgagor.

ATTEST:

Mabel 0. Barnes

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STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 9th day of October

in the year ninetee

hundred and fifty-three

before me, the subscriber, a Notary Public of the

State of Maryland in and for the county aforesaid, personally appeared

Mabel G. Barnes and Ernest B. Barnes, her husband,

and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper President of The Liberty Trust Company, the within named mortgages and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper,

did further, in like manner, make oath that he is the President, and agent or attorney for said

written.

James M. Sorley

PILED AND RECORDED OCTOBER 10" 1953 at 9:00 A.M.

# This Mortgage, Made this

day of

October in the year minetoen hundred and fifty-three

, by and between

Ida May Valentine, widow, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee,
Witnesseth:

Whereas, the said

Ida May Valentine, widow,

stand indebted unto the said The Liberty Trust Company in the just and full sum of

Twelve Hundred (\$1200.00) - Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Six (66) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March Si, June 30, September 30, and December 31 of each year, the first pro-rate quarterly interest hereunder to be payable on December 31, 1953

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order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Ida Msy Vslentine, widow,

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot or parcel of ground known as Lot Number Thirty-Four in LaVale Boulevard Section, near the City of Cumberland, Allegany County, Maryland, and described as follows:

BEGINNING for the same at a point on the Essterly side of Parkside Boulevard, at the end of the first line of Lot No. 33, and running thence with the Easterly side of said Parkside Boulevard, North 48 degrees 20 minutes West 94; feet to the Southerly side of Garage minutes Esst 131 feet to the Westerly side thereof, North 48 degrees 45 with the Westerly side thereof, South 48 degrees 20 minutes Esst 78-2/10 feet to the end of the second line of sforesaid Lot No. 33, thence reversing said second line, South 41 degrees 40 minutes West 131 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagor by Bertha E. Hymes, unmarried, by deed dsted the 5th dsy of May, 1943, and recorded in Liber No. 196, folio 77, one of the Land Records of Allegany County, Maryland,

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgages, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgages, its successors or assigns, the aforesaid sum of Twelve Hundred (\$1200.00) - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgages.

AND WHEREAS, this mortgage shall elso secure es of the dete hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the eggregate the sum of Pive Hundred (\$500.00) Dollers, nor to be made in en amount which would make the mortgage debt exceed the original smount hereof, provided the full amount of any such advence is used for paying the coet of any repsir, alteretions or improvments to the mortgaged property as provided by Chapter 923 of the Laws of Msrylsnd passed at the Jsnusry session in the year 1945 or eny Amendmente thereto.

AND IT IS FURTHER AGREED, thet until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgages as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or — George R. Hughee, its, his or their duly constituted attorney or agent, are hereby authorised and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchasers or purchasers thereof, his, her or their heirs or assigns; which sais shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sais, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses between a such sale, including taxes, and all premiums

#### 100R 300 PAGE 479

of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgager does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Twelve Hundred (\$1200.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Ida May Valentine (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 7.5% day of October

in the year nineteen

hundred and fifty-three

before me, the subscriber, a Notary Public of the

State of Maryland in and for the county aforesaid, personally appeared

Ida May Valentine, widow

and she acknowledged, the foregoing mortgage to be her act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgages and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper

did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorised by it to make this affidavit.

switness whereof I have hereto set my hand and affixed my notarial seal the day and year

Im. a. darkey

FILED MD RECORDED OCTOBER 10" 1953 at 9:00 A.M.

# This Mortgage, Made this

9th

day of

October in the year nineteen hundred and fifty-three , by and between Emma Walker, widow, and Luther L. Walker, unmarried (Son of Emma Walker),

of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the eingular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgages,

Whereas, the said

Emma Walker, widow, and Luther L. Walker, unmarried,

one Thousand (\$1,000,00)

Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of \$1 x (6%)

per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on December 31, 1953,

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Emma Walker, widow; and Luther L. Walker, unmarried,

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that tract or parcel of ground, part of the Mexico Parm, situated, lying and being near North Branch, between the C. & O. Canal and the Potomac River, in Allegany County and State of Maryland, which said parcel of land is more particularly described as follows, to-wit:

BEGINNING for the same at the end of \$14 feet on the first line of the tract or parcel of ground which was conveyed to Lenwood Walker and and recorded in Liber No. 141, folio 691, one of the Land Records of said Allegany County, end running thence with part of the said first minutes West 903 feet, thence leaving said first line, South 3 degrees 12 minutes East 971.4 feet to the fourth line of the above mentioned parcel, being to the Northerly limits of the C. & O. Canal Company's and with the Northerly limits of the fifth lines as corrected grees East 609.3 feet to stone number 30, South 86 degrees East 96.4 feet, thence North 8 degrees 20 minutes East 988.3 feet to the place of beginning. Surveyed October 29, 1923. Excepting from the above cribed in a deed from Jemes A. Cunningham and wife to the Road Directord of Allegany County, Maryland, dated February 13, 1920, end recounty Road.

EXCEPTING THEREFROM, All thet part thereof embracing 7 acres, more or leas, which was conveyed unto William B. Berry end wife, by deed deted Mey 13, 1925, and recorded in Liber 150, folio 447, of the Land Records of Allegany County, and aleo, excepting therefrom, that part thereof which was conveyed unto John A. Wise by deed dated March 9, 1931, (in which deed no acreage is steted) end recorded in Liber 165, folio 187 of the Land Records, leaving remaining 3½ ecres, more or leas, and being part of the eeme property which was conveyed by Lenwood Welker end others to Luther E. Walker and Emma Walker, his wife, by deed dated November 17, 1922, and recorded in Liber 145, folio 144, one of the Land Records of Allegany County. The seid Luther E. Welker has aince departed this life, thus vesting the complete title in end to seid property unto Emma Welker, his widow, as the aurvivor.

Luther L. Walker, eas of the Velker, joins in this Mortgage to further guarantee the payment thereof.

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TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgages, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgages, its successors or assigns, the aforesaid sum of One Thousand (\$1,000.00) - - - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgages.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvments to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its sors and assigns, or George R. Hughea , its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgager does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgage, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

One Thousand (\$1,000,00) - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgages, its successors, or assigns, to the extent of its or their lies or claim hereunder, and to place such policy or policies forthwith in possession of the mortgages, or the mortgage may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgager.

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 9 th day of October

ndred and fifty-three

before me, the subscriber, a Notary Public of the

State of Maryland in and for the county aforesaid, personally appeared

Emma Walker, widow, and Luther L. Walker, unmarried, (Son of Emma

Walker),

acknowledged, the foregoing mortgage to be their

deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgages and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper

did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidevit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year

James H' Sorley

FILED AND RECORDED OCTUBER 10" 1953 at 8:30A.M.

This Morinage, Made this Thirtieth day of September,

in the year Nineteen Hundred and Fifty -three ----- by

JOHN H. MacDONALD and BERTHA MacDONALD, his wife, ----

of Westernport, Allegany County, in the State of Maryland , parties of the first part, and THE PIRST NATIONAL BARK, OF PIEDMONT, WEST VIRGINIA, a corporation organized under the National Banking Laws,

SECTION OF THE PROPERTY OF THE

of the second part, WITNESSETH:

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order of the said THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGIN-IA, with interest from date, at said Bank; and to be repaid in sume of not less than TWENTY-FIVE (\$25.00) DOLLARS per menth until the entire amount of the principal of said note, with interest, has been fully paid; to escure the payment of which eaid sum of Twenty-five hundred (\$2500.00) dollars, with interest as aforesaid, these presents

How Oberefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the Interest thereon, the said John H. MacDonald and Bertha Mac-Donald, his wife, parties of the first part, -----

do hereby give, grant, bargain and sell, convey, release and confirm unto the said-----THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, its euccessore notes and assigns, the following property, to-wit:

All of the following described real estate eituated and located in the Town of Westernport, Allegany County, Maryland, to wit:

All those three lots of ground as laid out on the plat of Greene | Highland Park Addition to Westernport, Allegany County, Maryland, and known as Lots Numbers FIFTEEN (15), SIXTEEN (16) and SEVENTEEN (17) in Section "K" of said Addition. HEGINNING for the same at the Northwest cofner of Lot Number Fourteen (14) in eaid Addition on the East

eide of Miller Street, and running thence along the East eide of Miller Street North 29 degrees East Sixty-four and Four-tenthe (64.4) feet to an Alley; thence running South Eighty-six (86) degrees Twenty-two minutes East one hundred and ten and five-tenthe (110.5) feet to the Weet side of Second Alley; thence running along the Weet eide of Secon Alley South Twenty-nine (29) degrees West One hundred and twelve (112) feet to the Northeast corner of Lot Number Fourteen (14); thence running North Sixty-one (61) degrees West One hundred (100) feet to the place of beginning on Miller Street; being the same property which was conveyed to the eaid John H. MacDonald by Horace P. Whitworth, Jr., et al. by Deed, dated March 10th, 1951, and recorded among the Land Recorde of said Allegany County, Maryland, in Liber No. 233, folio 589.

EXCEPTING, however, from this conveyance all of the coal and other minerals underlying eaid property as recerved in prior Deede by for

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said John H. MacDonald and Bertha MacDonald hie wife, their heirs, executors, administrators or assigns, do and shall pay to the said THE FIRST NATIONAL BANK, OF PIETMONT, WEST VIRGINIA, its successors or assigns, the aforesaid sum of TWENTY-FIVE HUNDRED DOLL-ARS (\$2500.00), ---together with the interest thereon, as and when the same shall become due and payable, and in ntime do and shall perform all the covenants herein on their performed, then this mortgage shall be void.

100 MGE 485

Authority, 7th 1961

Authority, 7th 1961

Authority, 7th 1961

Authority, 7th 1961

This Mortgage, made this 10th day of October

. in the

year Nineteen Hundred and fifty-three, by and between

Hartley L. Wifgield, Jr. and Kathaleene P. Wigfield, his wife,

hereinafter called Mortgagor s , which the context so admits or requires, of Allegany County, State of Maryland, part 1es of the first part and W. Wallace McKaig.

hereinafter called Mortgagee , which expression shall include his heirs, personal representatives, successors and assigns, where the context so requires or admits, of Allegany County, State of Maryland, part y of the second part, witnesseth:

WHEREAS, The said Mortgagors are justly and bona fide indebted unto the said Mortgagee in the full sum of Pifty-Two Hundred (\$5200.00) Dollars, which said indebtedness, together with the interest thereon at the rate of Pive per centum (5%) per annum, is payable three (3) years after date hereof. The said Mortgagors do hereby covenant and agree to make payments of not less than Pifty (\$50.00) Dollars each month on account of the principal indebtedness and interest as herein stated, the interest to be computed semi-annually at the rate aforesaid and deducted from said payments and the balance thereof, after deducting the interest shall be credited to the principal indebtedness.

This Mortgage is executed to secure part of the purchase money for the property herein described and conveyed and is, therefore, a Purchase Money Mortgage.

NOW, THEREFORE, this deed of mortgage witnesseth that, in consideration of the premises and the sum of One Dollar, in hand paid, the said Mortgagor s do hereby bargain and sell, give, grant, convey, release and confirm unto the said Mortgagoe the following property, to-wit:

All that lot, piece or parcel of ground situate, lying and being in Allegany County, Maryland, known and designated as Lot No. 69 of G.W. McCulloh's Addition to the Town of Prostburg, and more particularly described as follows, to-wit:

BEGINNING for the same at a stake standing at the end of the first line of Lot No. 68 of said Addition, and running South 61 degrees East 55 feet, thence North 29 degrees East 165 feet to Second Alley, and with it, place of beginning.

It being the same property which was conveyed unto the said wort-gagors by Hartley L. Wigfield, Sr. and wife, by deed dated the odday of October, 1953, and to be duly filed for record among the Land Records of Allegany County, Maryland.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 323 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED that if the said Mortgagors shall pay to the said Mortgageo

Fifty-Two Hundred (\$5200.00) Dollars,

and in the meantime shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said Mortgagers may occupy the aforesaid property, upon paying, in the meantime, all taxes, assessments, public does and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagor shereby covenant to pay when legally demandable.

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said Mortgagee or George R. Hughes, his duly constituted attorney or agent, is hereby authorised to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof. Said property shall be sold for cash after giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Cumberland, Allegany County, Maryland, if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling.

The proceeds arising from such sale shall be applied: first, to the payment of all expenses incident

The proceeds arising from such sale shall be applied: first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to the payment of all monies due and payable under this mortgage including interest on the mortgage debt to the date of the ratification of the suditor's report; and third, to pay the balance to the said Mortgagor. In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions shall be paid by the Mortgagors to the person advertising.

AND the said Mortgagors.

AND the said Mortgagor a further convenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee.

The improvements on the hereby mortgaged land to an amount of at least place.

Fifty-Two Hundred (\$5200.00) dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss, to inure to the benefit of the Mortgagee to the extent of his lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee; and to pay the premium or premiums for said insurance when due.

WITNESS the hand and seal a of said Mortgagor a

Long P. Aug En

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby certify that on this 10th day of October 19.53 , before me, the subscriber, a Hotary Public of the State of Maryland, in and for said County, personally appeared, Hartley L. Wigfield, Jr. and Kathaleene P. Wigfield, his wife, the within named Mortgagor g . and acknowledged the foregoing mortgage to be their 

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This Marigage, made this 10th day of October

year Nineteen Hundred and fifty-three . by and between

William P. Chambers and Margaret H. Chambers, his wife,

expression shall include the 1r heirs, personal representatives, successors and assigns where the context so admits or requires, of Allegany County, State of Maryland, part 1es of the first part and

W. Wallace McKaig.

hereinafter called Mortgagee , which expression shall include his heirs, personal representatives, successors and assigns, where the context so requires or admits, of Allegany County. State of Maryland, part y of the second part, witnesseth:

WHEREAS, The said Mortgagors are justly and bona fide indebted unto the said Mortgagee in the full and just sum of Forty-Five Hundred (\$4500.00) Dollars, which said indebtedness together with the interest thereon at therate of Five (5%) Per Centum per annum is payable three (3) years after date hereof. The said Mortgagors hereby covenant and agree to make payments of not less than Fifty (\$50.00) Dollars each month on account of the principal indebtedness and interest as herein stated, the interest shall be computed semi-annually at the rate aforesaid and deducted from said payments, and the balance thereof after deducting the interest, shall be credited to the principal indebtedness.

This Mortgage is executed to secure part of the purchase money for the improvements on the property herein described and is, therefore, a Purchase Money Mortgage.

NOW, THEREFORE, this deed of mortgage witnesseth that, in consideration of the premises and the sum of One Dollar, in hand paid, the said Mortgagers do hereby bargain and sell, give, grant, convey, release and confirm unto the said Mortgagee the following property, to-wit:

All that lot, piece or parcel of ground lying and being in Allegany County, Maryland, situated in the Village of Grahamtown, near the Town of Frostburg, and more particularly described as follows:

BEGINNING for the same at a stake standing on the East side of Wright Street and North 34 degrees East 123 feet from the beginning of the first line of original tract or parcel of land which was conveyed to Melvin E.eHenry and wife, by Charles G. Watson, Trustee, by deed dated July 27, 1936, and recorded among the Land Records of Allegany County, mainder of the said first line of said deed, North 34 degrees East 60 feet to the end thereof; thence with the second line of the said original tract, South 55 degrees 45 minutes East 160 feet; thence with part of the third line of the aforesaid original tract, South 34 degrees West 60 feet; thence running across said original tract, North 55 degrees 45 minutes West 160 feet to the place of beginning.

It being the same property which was conveyed unto the said Mort by Melvin G. Henry and wife, by deed dated the 22nd day of May, and recorded in Liber No. 221, folio 216, one of the Land Records

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AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 223 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

TOGETHER with the buildings and improvements thereon, and the rights, reads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED that if the said Mortgagor s shall pay to the said Mortgagee

Forty-Five Hundred (\$4500.00) Dollars,

and in the meantime shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said Mortgagor s may occupy the aforesaid property, upon paying, in the meantime, all taxes, assessments, public dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagor s hereby covenant to pay when legally demandable.

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said Mortgages or George R. Hughes, his duly constituted attorney or agent, is hereby authorised to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof. Said property shall be sold for cash after giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling.

The proceeds arising from such sale shall be applied: first, to the payment of all expenses incident

convenient parcels, as may be deemed advisable by the person selling.

The proceeds arising from such sale shall be applied: first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to the payment of all monies due and payable under this mortgage including interest on the mortgage debt to the date of the ratification of the auditor's report; and third, to pay the balance to the said Mortgagor s. In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions shall be paid by the Mortgagor s. to the person advertising.

AND the said Mortgagor s. further convenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee. The improvements on the hereby mortgaged land to an amount of at least Forty-Five Hundred (\$4500.00) dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss, to inure to the benefit of the Mortgagee to the extent of his lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee; and to pay the premium or premiums for said insurance when due.

WITNESS the hand and seal s of said Mortgagor s Long P. Aug Les STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT: I hereby certify that on this 10th day of October 19 53 , before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared, William P. Chambers and Margaret H. Chambers, his wife, the within named Mortgagor a , and acknowledged the foregoing mortgage to be their act and deed. And at the same time, before me, also personally appeared \_\_\_\_\_W. Wallace McKnig

ME31	200	ALC: N	Of
LIBER	300	PACE 4	lo:

	IBER 300 MIE 403	
	FILED AND RECORDED OCTOBER 10" 1953 at 11:20 A.H. PURCHASE MONEY	
	This Mortgage, Made this 9th day of October	
	in the year Nineteen Hundred and Fifty-three, by and between	
	John E. Mathews and Gloria A. Mathews, his wife	
	of Allegany County, in the State of Maryland	
	parties of the first part, and George W. McLuckie and Alice G. McLuckie,	
	his wife	
	of Allegany County, in the State of Maryland	
	part 1es of the second part, WITNESSETH:	
	Wife stand indebted unto the said George W. McLuckie and Alice G. McLuckie, his wife in the just and full sum of One Thousand (\$1000.00) Dollars, payable at the rate of Ten (\$10.00) Dollars per month, plus interest at the rate of four (4%) per cent per annum; interest payable each six months, at which time adjustment of principal is to be made.	
	This mortgage is for the balance of the unpaid purchase price of the property hereinafter described and is therefore a purchase money mortgage.	
1	Bow Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity there-	
ı	of, together with the interest thereon, the said John E. Mathews and Gloria A.	
ı	Mathew, his wife	
I	do give, grant, bargain and sell, convey, release and confirm unto the said	
ı	THE PERSON NAMED AND ADDRESS OF THE PERSON NAMED AND ADDRESS O	
	heirs and assigns, the following property, to-wit: FIRST PARCHL. All that lot or parcel of ground situated on the Northwest side of the Bedford Road adjoining and west of the property now owned by the parties of the second part, in the City of Cumberland, Allegany County, State of Maryland, and more particularly described as follows, to wit: BEGINNING for the same at an iron stake, standing on the Morthwest side of the Bedford Road and 20 feet from the centerline thereof, said from stake also stands at the beginning of the adjoining parcel of ground conveyed by George W. McLuckie, st ux. to John E. Mathews, et ux. by deed dated the 18th day of December, 1946 and recorded in Liber No. 212, Folio 645, one of the Land Records of Allegany County, and running themoe with the said Morthwest side of the Bedford Road and 20 feet from the centerfline thereof (Magnetic Bearings as of the said Mathews Deed and with Horizontal Measurements) South 45 degrees and 38 minutes. West, 58-5/10 feet to an iron stake, thence parallel with the fourth line of the said Mathews deed and leaving the said Bedford Road,	THE RESERVE OF THE PARTY OF THE
	North 38 degrees and 53 minutes West, 132-9/10 feet to an iron stake, thence North 45 degrees and 38 minutes East, 58-3/10 feet to an iron stake standing at the end of the third line of the said Mathews deed, thence with the fourth line, South 38 degrees and 53 minutes East, 132-9/10 feet to the beginning.  SECOND PARCEL, All that lot or parcel of ground situated on the Northwest side of the Bedford Road adjoining and east of the property now owned by the parties of the second part, in the City of Cumberland, Allegany County, State of Maryland and more particularly described as follows, to wit: MEGIRMING for the same at an iron stake standing on the Northwest side of the Bedford Road and 20 feet from the centerline thereof, said iron stake also stands at the end of the first line of the adjoining property conveyed by George We McLanding at the land of the first line of the	A STATE OF THE PERSON NAMED IN

### 1961 300 Mgz 490

North 53 degrees and 43 minutes East, 28-8/10 feet to an iron stake, thence leaving the said Northwest side of the Bedford Road, North 58 degrees and 55 minutes West, 132-25/100 feet to an iron stake, thence South 51 degrees and 56 minutes West, 28-8/10 feet to an iron stake, standing at the end of the second line of the said Mathews deed, thence reversing the said second line South 39 degrees and 2 minutes East, 151-25/100 feet to the beginning.

It being the same piece or parcel of land that was conveyed to John E. Mathews, et um., by deed dated the 9th day of October, 1953 by George W. McLuckie et um.; which said deed is to be recorded simultaneously herewith.

Eogether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

provided, that if the said John E. Mathews and Gloris A. Mathews

his wife, their heirs, executors, administrators or assigns, do and shall pay to the said

George W. McLuckie and Alice G. McLuckie, his wife, their

or , administrator or assigns, the aforesaid sum of One Thousand (\$1000,00) Dollars together with the interest thereon, as and when the same shall become due and payable, and in

the meantime do and shall perform all the covenants herein on their performed, then this mortgage shall be void.

And it is Egreed that until default be made in the premises, the said.

John E. Mathews and Gloria A. Mathews, his wife

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said John E. Mathews and Gloria A.

Mathews, his wife

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said. Gebrge . Wan Male

and Alicend, McImckie, his wife, their

heirs, executors, administrators and assigns, or ... Clarence Shutter, his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

tured or not; and as to the balance, to pay it over to the said John E. Mathews and

Gloria A. Mathews, his wife, their

in case of advertisement under the above power but no sale, one-half of the above comm shall be allowed and paid by the mortgagors their representatives, heirs or assigns.

Hnd the said John R. Mathews and Gloria A. Mathews, his wife

insure forthwith, and pending the existence of this mortgage, to keep insured by some in

mpany or companies acceptable to the mortgagees or their heirs

PROPERTY OF TROUBARD (\$1000,00) CORRECTIONS OF THE PROPERTY DESCRIPTION OF THE PROPERTY OF THE

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,

to inure to the benefit of the mortgages, ... the in-

#### 10R 300 PAGE 491

of	their lies	n or claim hereunder, agee , or the mortgns est as part of the mort	gee may effect said	n policy or i insurance
Mitness, e	he hand and seal of said	mortgagora .		
Attest:	THE RESERVE		Mathews mathews	(SEAL)
State of Mary Allegany Com	Commence of the Commence of th		144 - 144 -	

I hereby certify, That on this 9th day of October in the year Nineteen Hundred and Fifty-three \_, before me, the subscriber.

a Notary Public of the State of Maryland, in and for said County, personally appeared John E. Mathews and Gloria A. Mathews, his wife

each acknowledged the aforegoing mortgage to be their

act and deed; and at the same time before me also personally appeared George W. McLuckie and Alice G. McLuckie, his wife

the within named mortgagees and made oath in due form of law, that the consideration in said age is true and bona fide as therein set forth.

S my hand and Notarial Seal the day and year aforesaid.

Ethel Molarty. Notary Public.

FILED AND RECORDED OCTOBER 13" 1953 at 9:05 A.M.

October in the year minetoen hundred and fifty-three

Paul C. Lamp and Vera L. Lamp, his wife, of Alleguny County, Maryland, of the first part, hereinafter sometimes called mortgager, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Congress, a corporation duly incorporated under

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the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgages, Witnesseth .

Paul C. Lamp and Vera L. Lamp, his wife,

atand indebted unto the said The Liberty Trust Company in the just and full sum of payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on December 31, 1953

This mortgage is executed to secure part of the purchase money for the property hersin described and conveyed, and is, therefore, a purchase money mortgage.

NOW, THEREFORE, in consideration of the premises, and of the aum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Paul C. Lamp and Vera L. Lamp, his wife,

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot or parcel of ground situated on the Southwesterly side of Uhl Highway, Northeastwardly of the Seven Springs Run and about 11 miles from the City of Cumberland, in Election District No. follows:

BEGINNING for the same at a steel stake standing on the Southerly side of the Uhl Highway, said atake stending at the end of the first line of a certain deed from Ira P. Lewis, et ux, et al, to Bernsrd Russell Lewis, et ux, dated June 30, 1952, and recorded in Liber 242, folio 197, one of the Land Records of Allegany County, Maryland, and running thence with the Southerly side of aaid Uhl Highway (1) South 58-3/4 degrees East 1160 feet to a black oak tree, corner of a certsin parcel of said firm to be retained by Ire P. Lewis, et ux, and running thence (2) South 31 degrees West 63 feet to a steel stake, thence (3) South 40-3/4 degreea East 406 feet to a steel stake, thence (4) North 31 degreea East 50 feet to a steel stake standing at the end of the fourth line of a certain deed from Ira P. Lewis, et ux, to Gereld R. Lewis, et ux, dated March 23, 1953, and recorded in Liber 248, folio 452 of the aforesaid Land Records, and with the third and second lines of acid deed reversed (5) South 40 degrees East 160 feet to a steel atake (6) South 54 degreea East 79 feet to e steel stake; thence reversing the first line of ecid deed (7) North 12 degrees East 209.5 feet to the Southerly aide of Uhl Highway; thence with said side of beginning of a certein deed from Ira P. Lewie, et ux, et al, to Hartley L. Wigfield, et el, dated the 10th day of December, 1946, and

said highway (8) South 58-3/4 degrees East 30 feet to the point of beginning of a certein deed from Ira P. Lewie, et ux. et al. to Hartley L. Wigfield, et el, dated the 10th day of December, 1946, and recorded in Liber 216, folio 255 emong the aforesaid Land Records; degrees 32 minutes Weat 156.6 feet to the West edge of a tree; thence with the second line of seid last mentioned deed (9) South 21 with the second line of seid last mentioned deed (10) South 39 degrees 44 minutes East 153.2 feet; thence (11) South 612 degrees East (12) South 122 degrees West 158.4 feet to a sharp curve in said road (12) South 122 degrees West 158.4 feet to a sharp curve in said road 396 feet to a point neer the Western Maryland Railroad Crossing, thence (14) North 85 degrees West 643.5 feet to a take, thence (15) South 614 degrees West 164. South 86 degrees West 164. South 86 degrees West 169 feet to a stake, thence (15) South 615 degrees West 160 feet to the Northern margin of seid Railroad Right for way, end with it (16) South 60 degrees West 840 feet, more or less, feet to a stake, thence (18) North 31 degrees West 600 end of 2112 feet on the 54th line of the original trect of which this of said 54th line reversed, (19) North 56 degrees 40 minutes West a etone stending et the Southeest corner of Columbus Nixon's part of said original tract, thence (21) North 47-3/4 degrees West 75.9 feet

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thence (22) North 23-3/4 degrees East 880 feet to a stake standing thence (22) North 23-3/4 degrees East 880 feet to a stake standing at the end of the third line of the aforementioned deed from Ira P. Lewis, et ux, et al, to Bernard Russell Lewis, et ux, and with the third and second lines thereof reversed, (23) South 68% degrees East 220.8 feet, and (24) North 31% degrees East 180.5 feet to the place of beginning; containing 123.6% acres, more or less.

It being the same property which was conveyed unto the said Morty gagors by Ira P. Lewis and wife, by deed dated the /2 day of 1953, and to be duly filed for record among the Land Records of Allegany County.

gany County.

This conveyance is made subject to certain reservations and exceptions pertaining to water rights, all of which is fully set out in the deed above referred to. Special reference to which deed is hereby made for a complete recital thereof.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its essors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Forty-Two Hundred (\$4200.00) - - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvments to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may session of the mortgaged property, upon paying in the meantime, all taxes, asserand public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgages as additional security, and the mortgagor also consents to the immediate appoint of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its sors and assigns, or George R. Hughes , its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgages, and a commission of eight per cent, to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mort-gage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgager does further covenant to insure forthwith, and pending the exist his mortgage, to keep insured by some insurance company or companies acce

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Forty-Two Hundred (\$4200.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgages, or the mortgages may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto. WITNESS, the hand and seal of said mortgagor.

ATTEST:

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 1272 day of October

hundred and fifty-three before me, the subscriber, a Notary Public of the

State of Maryland in and for the county aforesaid, personally appeared Paul C. Lemp and Vera L. Lamp, his wife.

and each acknowledged, the foregoing mortgage to be their deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgages and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper

did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit. whereof I have hereto set my hand and affixed my notarial seal the day and year

Bendsieber

FILED AND RECORDED OCTOBER 13"1953 at 9:40 A.M.

This Marigage, Moto the 1 day of October

in the year Ninetonn Hundred and Fifty Three

OUT DEMOST GROSS, Manarried,

1	of	Allegany County, in the State of Haryland,
ı	harry	of the first part, and
ı		MARY CATHRYNE TREXLER
ı	.,	
ı	of	Allegany County, in the State of Maryland,
ı	part y	of the second part, WITNESSETH:
	of Five The the first the rate of same include	cercas. The party of the first part is justly and bona fid into the Party of the Second Part in the full and just sum iousand Dollars, (\$5,000.00), which said sum the party of part promises to pay to the party of the second part at if not less than Forty-Five Dollars, (\$45.00), a month, the ding the interest at the rate of Six Per Centum (6%) Per ustment to be made quarterly.
	The hereinafte Mortgage.	sum hereby secured being in part purchase money for the r described property, and is, therefore, a Purchase Money
	Paid, and in	Therefore, in consideration of the premises, and of the sum of one dollar in har order to secure the prompt payment of the said indebtedness at the maturity there
	or, together	with the interest thereon, the said
f	527	party of the first part
	do	give, grant, bargain and sell, convey, release and confirm unto the said
		party of the second part, her
	heirs and ase	igns, the following property, to-wit:
	described i	those lots or parcels of land known as Lots Nos. 6 and 7 lliams Road Addition to Cumberland, Maryland, which are n one parcel as follows, to-wit:
	BEGI Williams St running the degrees 15 thence Sout the Vesterl side of said	NNING for the same at a point on the Easterly side of the ate Read at the end of the first line of Lot No. 5 and minutes East 5.1 feet; North 17 degrees East 74.9 feet; y side of the old Williams Road; thence with the Westerly side of the old Williams Road; thence with the Westerly side of the old Williams Road; thence with the Westerly side of the old Williams Road; thence with the Westerly second line of minutes East 58.6 feet to the
1	BEGI Williams St running the degrees 15 thence Sout the Vesterland of the ind of the ine, North	NNING for the same at a point on the Easterly side of the ate Road at the end of the first line of Lot No. 5 and noe with the Easterly side of said State Road, North 15 in 79 degrees 10 minutes East 127.5 feet, more or less, to a Road, South 15 degrees 35 minutes East 85.6 feet to the second line of said Lot No. 5; thence reversing said second line of said Lot No. 5; thence reversing said second line of said Lot No. 5; thence reversing said second line of said Lot No. 5; thence reversing said second line of said Lot No. 5; thence reversing said second line of said Lot No. 5; thence reversing said second line of said Lot No. 5; thence reversing said second line of said Lot No. 5; thence reversing said second line of said Lot No. 5; thence reversing said second line of said Lot No. 5; thence reversing said second line of said Lot No. 5; thence reversing said second line of said Lot No. 5; thence reversing said second line of said Lot No. 5; thence reversing said second line of said Lot No. 5; thence reversing said second line of said Lot No. 5; thence reversing said second line of said Lot No. 5; thence reversing said second degrees 10 minutes West 175.8 feet to the beginning.
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1	BEGI Williams St running the degrees 15 thence Sout the Vesterl end of the line, North  Bender Gree me Rubenste meshand, by mong the La Goget waters, privile	NNING for the same at a point on the Easterly side of the ate Road at the end of the first line of Lot No. 5 and noe with the Easterly side of said State Road, North 15 in 79 degrees 10 minutes East 127.5 feet, more or less, to rest of the old Williams Road; thence with the Westerly side of the old Williams Road; thence with the Westerly side of the old Williams Road; thence with the Westerly second line of said Lot No. 5; thence reversing said second line of said Lot No. 5; thence reversing said second degrees 10 minutes West 175.8 feet to the beginning.  SEING the same property which was conveyed unto the said of the same property which was conveyed unto the said of the same property which was conveyed unto the said of the same property which was conveyed unto the said of the same property which was conveyed unto the said of the same property which was conveyed unto the said of the same property which was conveyed unto the said of the same property which was conveyed unto the said of the same property which was conveyed unto the said of the said of the same property which was conveyed unto the said of t
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1	BEGI Villiams Strunning the degrees 15 thence Sout the Vesterland of the line, North  IT I Bender Greene Rubenste usband, by mong the La Coget waters, privile Provi	NNING for the same at a point on the Easterly side of the ate Read at the end of the first line of Lot No. 5 and minutes East 5.1 feet; North 17 degrees East 74.9 feet; North 17 degrees East 74.9 feet; North 18 degrees 10 minutes East 127.5 feet, more or less, to a Road, South 15 degrees 35 minutes East 88.6 feet to the second line of said Lot No. 5; thence reversing said see 79 degrees 10 minutes West 175.8 feet to the beginning.  SEING the same property which was conveyed unto the said of said, unmarried, by Mary Cathryne Trexler (fermerly Mary Cathryne Trexler (fermerly Mary Cathryne deed dated the party of October, 1953, and duly recorded and Records of Allegany County, Maryland.  Det with the buildings and improvements thereon, and the rights, roads, ways, ges and appurtenances thereunto belonging or in anywise appertaining.  Deb, that if the said party of the first part, his heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, her heirs, ministrators or assigns, do and shall pay to the said party of the second part, her heirs, ministrators or assigns, do and shall pay to the said party of the second part, her heirs, ministrators or assigns, the aforesaid sum of
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heirs, executors, administrators and assigns, or Rdward J. Ryan- his, her or their duly constituted attorney or agent, are hereby authorized a time thereafter, to sell the property hereby mortgaged or so much theref and to grant and convey the same to the purchaser or purchasers thereof, or assigns; which sale shall be made in manner following to-wit: By a days' notice of the time, place, manner and terms of sale in some newspap berland, Maryiand, which said sale shall be at public auction for cash, and from such sale to apply first to the payment of all expenses incident to su taxes levied, and a commission of eight per cent, to the party selling or making to the payment of all moneys owing under this mortgage, whether the same	as may be necessary, his, her or their heirs riving at least twenty er published in Cum- the proceeds arising ch sale, including all
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their lies or claim hereunder, and to collectes forthwith in possession of the mortgages , or the mortgages may end collect the premiums thereon with interest as part of the mortgage debt Mittress, the hand and seal of said mortgager.  Attest:  Many Many Many Many Many Many Many Many	place such policy or ffect said insurance
their lies or claim hereunder, and to collectes forthwith in possession of the mortgages , or the mortgages may end collect the premiums thereon with interest as part of the mortgage debt littless, the hand and seal of said mortgager.  Attest:  Many Many Louising Guy Bender Gross,  State of Maryland,  Allegany County, to-mit:	place such policy or freet said insurance
their lies or claim hereunder, and to collectes forthwith in possession of the mortgages , or the mortgages may end collect the premiums thereon with interest as part of the mortgage debt Mittress, the hand and seal of said mortgager.  Attest:  Many Many Many Many Many Many Many Many	place such policy or freet said insurance  [SEAL]  JR., [SEAL]
their lies or claim hereunder, and to collectes forthwith in possession of the mortgages , or the mortgages may end collect the premiums thereon with interest as part of the mortgage debt littless, the hand and seal of said mortgager.  Attest:  May Dead May Guy Bender Gross,  State of Maryland.  Allegany County, to-mit:  3 hereby certify. That on this day of the year nineteen Hundred and Fifty Three before	place such policy or freet said insurance  [SEAL]  JR., [SEAL]
their lies or claim hereunder, and to collectes forthwith in possession of the mortgages , or the mortgages may end collect the premiums thereon with interest as part of the mortgage debt littless, the hand and seal of said mortgager.  Attest:  Hay Bridger Gross,  State of Maryland.  Allegany County, for-wif:  I hereby certify. That on this day of the year nineteen Hundred and Fifty Three , before a Notary Public of the State of Maryland, in and for said County, personality.	place such policy or freet said insurance  [SEAL]  JR., [SEAL]
their lies or claim hereunder, and to collectes forthwith in possession of the mortgages , or the mortgages may and collect the premiums thereon with interest as part of the mortgage debt littless, the hand and seal of said mortgagor.  Attest:  May Dank Hongston Hongston Hundred and Fifty Three , before a Notary Public of the State of Maryland, in and for said County, personall Guy Bender Gross, unmarried, and he acknowledged the aforegoing mortgage to be his	place such policy or freet said insurance  [SEAL]  JR., [SEAL]
their lies or claim hereunder, and to collecte forthwith in possession of the mortgages , or the mortgages may and collect the premiums thereon with interest as part of the mortgage debt littless, the hand and seal of said mortgager.  Attest:  May Dank Horder Gross,  GUY BENDER GROSS,  State of Maryland,  Allegany County, formit:  a hereby certify, That on this day of the year nineteen Hundred and Fifty Three , before a Notary Public of the State of Maryland, in and for said County, personally and he acknowledged the aforegoing mortgage to be his set and deed; and at the same time before me also personally appeared	place such policy or freet said insurance  [SEAL]  JR., [SEAL]
their lies or claim hereunder, and to collectes forthwith in possession of the mortgages , or the mortgages may and collect the premiums thereon with interest as part of the mortgage debt littless, the hand and seal of said mortgagor.  Attest:  May Dank Hongston Hongston Hundred and Fifty Three , before a Notary Public of the State of Maryland, in and for said County, personall Guy Bender Gross, unmarried, and he acknowledged the aforegoing mortgage to be his	place such policy or freet said insurance  [SEAL]  JR.,  e me, the subscriber.

100 MG 497

WITNESS my hand and Notarial Seal the day and year aforesaid.



May May Notary Public.

This And RECOrded October 1371953 at 9:10 A;M.

This Antique, Made this day of the year Nineteen Hundred and Fatty one, by and between Nick Quartucci and Anna Quartucci, his wife,

of Allegany County, in the State of Maryland, part less of the first part, and John Stewart and Lillian Speir Stewart.

of \_\_\_\_\_\_\_County, in the State of Maryland,
part 198 \_\_\_\_of the second part, WITNESSETH;

Wilbercas, the said parties of the first part are indebted to the said parties of the second part in the full and just sum of Thirteen Hundred (\$1,300.00) Dollars, which said sum is to be paid by the parties of the first part to the parties of the second part, together with interest thereon at the rate of 5% per annum, in equal monthly instalments of \$24.54 each, the first of said payments to be made one month from the date hereof and to continue each month thereafter until sixty full monthly payments have been made.

Prove Eperatore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Hink Guartugal and Anna Quartugal, his wife,

heirs and assigns, the following property, to-wit: all that real estate lying and being in the Town of Frostburg, Allegany County, Maryland, and particularly described as follows:

1. All that lot or parcel of land fronting on Water Street in the Town of Frostburg, and beginning for the same at a post standing at the end of the second line of the second parcel of land conveyed by Mary S. Jeffries, et al, to John L. Jones, et al, Trustees, by deed dated May 28, 1920, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 133, folio 448, and running thence with Water Street, North 49 degrees East 24% feet; thence South 41 degrees East 55 feet; thence South 40 degrees West 24% feet to a point on the second line of the second parcel aforesaid, and running thence with a part of said second line North 41 degrees West 55 feet to the beginning.

2. A right-of-way or easement of ingress and egress over and across all those two pieces or parcels of land lying and being in the rear of and on the North side, respectively, of the lot hereby conveyed, which said lot and said two pieces or parcels of land over which said right-of-way or easement is hereby granted is more particularly described in a deed from Howard B. Kemp, unmarried, to Nick Quartucci and Anna Quartucci, his wife, dated August 15, 1936, and recorded emong said Land Records in Liber No. 176, felio 709.

Eogether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Dr	ovided,	that if	the sai	d parties	of the	first ;	mrt. the	1100000
1000	12.3	12010	世界を担切	37 THE R. P. LEWIS CO., LANSING, MICH.	898 45	B- 1994 -	Tribos to Liver	Il pay to the said
parties	of \$1			rt, their			Name of the last	

executor 8, administrators or assigns, the aforesaid sum of Thirteen Hundred (\$1,300.00 Dollars,

together with the interest thereon, as and when the same shall become due and payable, and in
the meantime do and shall perform all the covenants herein on their part to be
performed, then this mortgage shall be void.

End it is Egreed that until default be made in the promises, the said Darties of the first part

may hold and possess the aforessid property, upon paying in the meantime, all taxes, assessments and public lieus levied on said property, all which taxes, mortgage debt and interest thereon, the said Darking of the first part

hereby covenant to pay when legally demandable.

forest thereon, in whole or in part, or in any agreement, excellent or contains of the interest thereon, in whole or in part, or in any agreement, excellent or contains of this contains. Then the entire mortgage dabt intended to be hereby accord shall at once become due and payable.

#### TIBER 300 PAGE 499

200	and these presents are hereby declared to be made in trust, and the said parties of the.
	_second part, their
	heirs, executors, administrators and assigns, or Noel Speir Cook, his, her or their duly constituted attorney or agent, are hereby authorised and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time place.
	beriand, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then
	matured or not; and as to the balance, to pay it over to the said_parties of the first
30	in case of advertisement under the shows are but he heirs or assigns, and
	in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.
11.5	Rnd the said parties of the first part
1	insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance
1	eompany or companies acceptable to the mortgagees or their assigns, the improvements on the hereby mortgaged land to the amount of at least
	Thirteen Hundred (\$1,300,00)
	and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,
31	and the extent
	policies forthwith in possession of the mortgagee a, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.
	Mitress, the hand and seal of said mortgagor s .
	Caralle Live Nich 2
	Cosmel XIII Nick Quartuoci [SEAL]
	Anna Quartinos (SEAL)
震器	State of Maryland,
	Allegany County, to-wit:
	3 hereby certify, That on this day of Jak
	in the year Nineteen Hundred and Fifty One
	a Notary Public of the State of Maryland, in and for said County, personally appeared Mick
	Quartucci and Anna Quartucci, his wife,
2 2	and acknowledged the aforegoing mortgage to be their Paspentive
	act and deed; and at the same time before me also personally appeared. John Stewart and
96	Lillian Speir Stewart, his wife,
1	the within named mertgages, and made oath in due form of law, that the consideration in said
1	mortgage is true and bone figle as therein set forth.
1	my hand and Notarial Best the day and year aforesaid.
17	Learney Vine

\_ .

7

PILED AND RECORDED OCTOBER 13" 1953 at 10:15 A.M.

This Morinant, Made this thirteenth ---- day of October ----in the year Nineteen Hundred and Fifty three-----, by and between

Okey Michael and Dorothy E. Michael, hueband and wife, --

of Westernport, Allegany ----- County, in the State of Maryland ----parties of the first part, and The Citizens National Bank of Westernport,

Maryland and The First National Bank of Barton, Maryland, both corporations organized under the m tional banking laws.

of Allegany ----- County, in the State of Waryland ----part 1 08 of the second part, WITNESSETH:

Wilberens, the parties of the first part are indebted unto the parties of the second part for the sums of \$7000.00 and \$3000.00, respectively, for mency lent, which loans are evidenced by their two promissory notes, of even date herewith; one of said notes being payels on demand with interest to the order of The Citizens National Bank of Westernport, Maryland for \$7000.00, and the other being payable on demand with interest to the order of The First National Bank of Barton, Maryland for the sum of \$3000.00.

And it is covenanted and agreed between the partice herete, that this mortgage shall be accurity for both of said notes end for any renewals thereof or renewals of part thereof, without any preference. The priority between them so far as the security of this mortgage is comprising the weath of the further agreement that on each and both of said notes or any such renewals, regular monthly payments in reduction of said notes or any such renewals, regular monthly payments in reduction of said leems including the interest due and payable monthly, shall be made by the makere of said notes in amounts satisfectory to the holders thereof, and that at the end of ten years from the making of said loans and the giving of said original notes and this mortgage, should any belance remain unpaid thereon, the same shall be immediately paid and satisfied by the makere of said notes to the holders thereof.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part-----

do----- give, grant, bargain and sell, convey, release and confirm unto the seld Parties of the ecoond part, their successors----

fiffs and assigns, the following property, to-wit:

Lots numbers two hundred and two hundred and two (200 & 200

# 10m 300 ME 501

as laid off on the plat of Hammond's Addition to Westernport, Allegeny county, Maryland, each lot fronting 50 feet on the East side of Spruce Street in said town of Westernport, and being the same property which was conveyed unto the parties of the first part herein by deed from Homer L. Michael, Trustee, dated July 19, 1943 and recorded among the land records of Allegany County, Maryland in Liber No. 196 Polio 617.

Cogether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Drovided, that if the said parties of the first part, their heirs parties of the second part, their successors-----hereinbefore set forth-----

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their----- part to be performed, then this mortgage shall be void.

Hnd it is Egreed that until default be made in the premises, the said Darties of the first part, their heirs or assigns----may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part -----

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the in-terest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable.

and these presents are hereby declared to be made in trust, and the said Darties of the

second part, ot either of them or their successors, or -----

his, her or their duly constituted attorney or agent, are hereby authorised and empowered, at any time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

bared or not; and as to the balance, to pay it over to the mid parties of the first

in case of advertisement under the above power but no sale, one-half of the above cor shall be allowed and paid by the mortgagors, their representatives, heirs or

Mind the said parties of the first part sussesses ith, and pending the existence of this mortgage, to keep insured by some ins on acceptable to the mortgages or their sungeneous areas

## IMER 300 MEE 502

Mitness, the hand and seal of said mertgager a.

Attest

Xam P. meining

State of Maryland, Allegany County, to-wit:

58 my hand and Notarial Seal the day and year aforesaid.

Richard Stewhetwith

IMM 300 ME 503

THIS MORTGAGE, Made this 8 day of October 1953, by and between CHESTER M. TWIGG and JUANITA L. TWIGG, his wife, of Allegany County, Maryland, parties of the first part, and THE FIRST NATIONAL BANK OF CUMBERLAND, a banking corporation, duly organized under the laws of the United States, party of the second part, WITNESSETH:

NOW, THEREFORE, THIS MORTGAGE WITNESSETH:

That for and in consideration of the premises and of the sum of One (\$1.00) Dollar in hand paid, end in order to secure the prompt payment of the said indebtedness, together with the interest thereon, and in order to secure the prompt payment of such future advances, together with the interest thereon, as may be made by the party of the second part to the parties of the first part prior to the full payment of the aforesaid mortgage indebtedness and not exceeding in the aggregate the sum of Five Hundred (\$500.00) Dollars, and not to be made in an amount which would cause the total mortgage indebtedness to exceed the original amount thereof and to be used for paying the cost of any repairs, alterations or improvements to the hereby mortgaged property, the said parties of the first part do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors and assigne, the following described real estate lying and situated in the City of Cumberland, in Allegany County, Maryland, the same being Lot Number 333 on the plat of the Humbird Land and Improvement Company, and particularly described as followe, to-wit:

RECIPITING on the South olds of Humbird Street at the end

#### 188 300 pg 504

of the first line of Lot Sumber 132 of said Multion, and running with said Humbird Street, South 53-1 degrees East 30 feet; then South 36-idegrees West 125 feet to an alley, end with it, North 53-2 degrees West 30 feet to the end of the second line of said Lot Number 332, and with it revereed, North 36-1 degrees East 125 feet to the beginning.

It being the same property conveyed in a deed of even dete herewith by George E. Holler and Alberta Virginia Holler, hie wife, to the said Chester M. Twigg and Juanita L. Twigg, his wife, and intended to be recorded among the Land Records of Allegany County, Maryland, eimultaneouely with this mortgage.

TOGETHER with the buildings and improvemente thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part, their heire, executore, administratore or assigne, do and shell pay to the eaid party of the second part, its successors or assigns, the aforesaid oum of One Thousand Eight Hundred (\$1,800.00) Dollare, together with the interest thereon in the manner and at the time as above set forth, and such future advances, together with the interest thereon, as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, and in the meantime do and shall perform all the covenante herein on their part to be performed, then this mortgage chall be void.

AND IT IS AGREED, that until default be made in the premises, the said parties of the first part may hold and possess the aforecaid property, upon paying in the meantime, all taxee, accessments and public liene levied on said property, all of which taxes, mortgage debt and interest thereon the said parties of the first part hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the parties of the first part shall not pay all of said taxes, assessments and public liene as and when the same become due and payable, the second party shall have the full legal right to pay the same. together with all interest, penalties and legal charges thereon. and collect the came with interest as part of this mortgage debt

But in case of default being made in payment of the mortgage debt aforeseid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby eccured, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth,

#### um 300 MG 505

declared to be made in trust, and the said party of the second part, its successors or assigns, or Walter C. Capper, their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, whether the same shall have then matured or not, and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power, but no sale, one-half of the above commissions shall be allowed and paid by the mortgagors, their representatives.

And the said parties of the first part further covenant to insure forthwith and, pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgages or its successors or assigns, the improvements on the hereby mortgaged property to the amount of at least One Thousand Eight Hundred (\$1,800.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgages may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hands and seals of the said mortgagors.

STATE OF MARYLAND, ALLEGANY COUNTY, to-wit:

I HEREST CERTIFY, That on this 8 day of Octobra. 1953, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared CHESTER M. TWIGG and JUANITA L. TWIGG, hie wife, and each acknowledged the aforegoing mortgage to be their respective act and deed; and, at the same time, before me also personally appeared ALBERT W. TINDAL. The first National Bank of Cumberland, the within appeal mortgages, and made oath in due form of law that the decideration in eald mortgage is true and bonafide as therein

WITNESS my hand and Notarial Seal.

20766:1 Notary Public

This Murigage, Mode this I'M day of OCTOBER year Nineteen Hundred and fifty -three by and between

Sovers A. Jackson and Kathleen V. Jackson, his wife

of Allegany County, in the State of Maryland, partial of the first part, herecalled mortgagors, and First Federal Savings and Loan Association of Cumberland, a body ste, incorporated under the laws of the United States of America, of Allegany County, Marynd, party of the second part, hereinafter called mortgages.

AN

Unbereas, the said mortgages has this day leaned to the said mortgagers, the One Thomsand Six Benered 00/100 - - - (\$1600.00) - - - - Del oof, at the rate of 6 per cent. per annum, is the manner following:

lly the payment of Twenty-Five 00/100

#### UBER 300 PAGE 507

principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the grapting of said advance.

Row Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and self, convey, release and confirm unto the said mortgages, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or narcal of ground situated in the Town of Frostburg, Allagar County, Maryland, and particularly described as

BYGINNING at a stake in the North line of McCulloh Street, a corner of the Karl E. Schlossatein lot and lot hereby conveyed; then by the North line of McCulloh Street North 60 aggress bo minutes Mact to. 9 feet to a corner of the McKenzie lot; then by the same Forth 30 Univer 23 minutes East 10 feet to a point; then still by the sime South 60 cogress 40 minutes East 16 feet to a stake corner of the said Schlossatein lot: than by the same South 60 degrads 40 minutes East 3.9 feat to a spike; then still by the same South 30 degrees 23 minutes "ant be fast to the place of beginning, containing 0.018 acres more or less and subject to all legal highways.

PRING the same property which was conveyed unto the parties of the first part by dead of John Stewart and Lillian S. Stewart, his wife, deted October 20, 1945, recorded in Liber No. 205, folio 609, one of the Lend Records of Allegany County, Maryland.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid ballones of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Morigages may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to bold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successor residue, the aforesaid indebtedness together with the interest thereon, as and when the san

shall become due and payable, and in the meantime do and shall perform all the covenants herein

on the 1 part to be performed, then this mortgage shall be void.

End it is Egreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgages, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

BRöthe said mortgagors, further covenant to insure forthwith, and pending the existence

Enothe said mortgagors, further covenant to insure forthwith, and pending the existence mortgage, to keep insured by some insurance company or companies acceptable to the morter its successors or assigns, the improvements on the hereby mortgaged land to the amount

of at least the Thousand 31x Hundred 00/100 - (\$1600.00) - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Enothe said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgages as follows: (1) to deliver to the mortgage on or before March 15th of each year tax recipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgages recipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after the same shall become due and payable and to pay and discharge within ninety days after onto, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the martgagor is to keep the buildings on said property in good condition of repair, the mortgage may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor in the ordinary with said demand of the mortgage for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgage, immediately mature the entire principal and interest hereby secured, and the mortgage may, without notice, institute proceedings to forcelose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to forcelose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person,

Allegany County, to-wit:

inger!

4

3 horoby certify, That on this 9th day of October

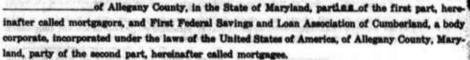
a Notary Public of the State of Maryland, in and for said County,

and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgages and made oath in due form of law, that the consideration in said mortgage is true and bons fide as therein set forth, and did further make oath in due form of law, that the consideration is said mortgage is true and bons fide as therein set forth, and did further make oath in due form of lawshat he will the proper authority to make this affidavit as agent for the said mortgages.

300 Mg 509

FILED AND RECORDED OCTOBER 13" 1953 at 12:20 P.M. This Mortgage, Made this /274 day of OCTOBER year Ninetoen Hundred and fifty \_three \_by and between

Stanford I. Ringler and Margaret Ringler, his sister



WITNESSETH:

Unbercas, the said mortgages has this day loaned to the said mortgagors, the sum of Four Thousand 00/100 - - - (\$4,000,00) - - - - - - Dollars. said sum the mortgagors agree to repay in installments with interest thereon from

the date hereof, at the rate of 5h per cent. per annum, in the manner following:

By the payment of Forty 00/100 = - (\$40,00) = - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Flow Therefore, in consideration of the premises, and of the sum of one dollar paid, and in order to secure the prompt payment of the said indebtedness at the maturity together with the interest thereon, the said mortgagers do give, grant bargain and sell release and confirm unto the said mortgages, its successors or assigns, in fee simple, all thing described property, to-wit:

All that lot, piece or parcel of ground lying and being on the northwesterly side of Maryland Street known and designated as part of Lots Nos. 12 and 13 in Braddock Farms Addition, LaVale, Allegeny County, Maryland, a plat of which said addition is recorded in Liber No. 1, folio 101 among the Plat Records of Allegany County, Maryland, which said percel is more particularly described as follows to-wit:

BEGINNING for the same on the northwesterly side of Maryland Street at the end of the first line of a deed from George Henderson et ux, to Floyd L. Velentine et ux, dated September 22, 1937 which is recorded in Liber No. 178, folio 638 one of the Land Records of Allegeny County, Maryland and running then with Maryland Street North 39 degrees 54 minutes East 58 feet to the end of the 4th line of the deed to Charles V. Tesker et ux, from the Hume O. Annen Reel Estate Company dated May 29, 1925 which is recorded in Liber No. 151, folio 63 one of the Land Records of Allegany County, Maryland and running then with said bth line reversed North 50 degrees 6 minutes West 605 feet to the 3rd line of said whole Lot No. 13, then South





#### 100 300 MG 510

39 degrees 54 minutes West 58 feet to the end of the second line of the aforementioned Valentine deed and then reversing eaid second line South 50 degrees 6 minutes East 605 feet to the place of beginning.

BEING the same property which was conveyed unto the parties of the first part by deed of Harry H. Wiegand and Thelma L. Wiegand, his wife, deted the 11th day of August, 1952 and recorded among the Land Records of Allegany County, Maryland, in Liber No. 194, folio-122.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgages option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged, property as provided in Chapter 923 of the Laws of Maryland, passed at the January assaions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgages may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgages or wherein the Mortgages is the Beneficiary and which is held by the Mortgages as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgages may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgages that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to bold the above described land and premises unto the said mortgages, its successors and assigns, forever, provided that if the said mortgages successors are assigns, do and shall pay to the said mortgages, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on the Impart to be performed, then this mortgage shall be void.

Bind it is Egreed that until default be made in the premises, the said mortgager a may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagers hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgage, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be assessed and to grant and convey the same to the purchaser or purchasers thereof, his, hor or their testra or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of asle in some newspaper published in Cumberland, Maryland, which said sale shall be at public suction for each, and the proceeds arising from such asle to apply first, to the payment of all expenses incident to such asle including taxes, had, a consistency of eight per cent, to the party sailing or making said sale; secondly, to the payment of all expenses incident to such asle including taxes, had, a consistency of eight per cent, to the party sailing or making said sale; secondly, to the payment of all expenses incident to such asle including taxes, had, a consistency of the balance, to pay it over to the said sections.

Hibble said martengers further coverant to insure furthwith, and pending the existence of the mortigues, to keep insured by some financians company or companies acceptable to the mortigues or its measurement of the improvements on the basely martenged find to the amount of at least Four Thomsand 00/100 - - - (\$4000.00). - - - - - - - - Deline

#### UM 300 MGE 511

inure to the benefit of the mortgages, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgages, or the mortgages may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

End the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax recipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee recipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no wasts, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor so to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to forcelose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to forcelose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to forcelose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver, as hereinafter provided; (5) that the mortgagoe's written conse

Hithress, the hand and seal of said mortragors

	Assillitype, the hand and seal of said mortgagors .
	Attest:  Struck Ringler  Stanford I. Ringler  Stanford K. Ringler  Margaret K. Ringler  (SEAL)  (SEAL)
7	State of Apreland
7 8	Ashinoton County, to-wit:
	I hereby certify, That on this 12 TH day of OCTO SER
	in the year nineteen Hundred and Fifty_Lbras, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared
影级	Stenford I. Ringler and Margeret K. Ringler, his sister, both single,
	the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared frames to face the same time before me also personally appeared frames to face the same time and made oath in due form of law, that the consideration in said mortgage is true and here file and made oath in due form of law, that the consideration
	in said mortgage is true and bons fide as therein set forth, and did further make eath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgages.
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#### MR 300 MG 512

STATE OF MARYLAND

ALLEGANY COUNTY, TO WIT:

I HERREY CERTIFY, that on this 13th day of October, 1953, before me, the subscriber, a Motory Public of the State of Maryland in

and for said County, personally appeared George V. Logge, Atterney and

all for the within named mortgages and made outh in due form of law,

that the identificant did further make outh in due form of law that he had

the proper authority to make this affidavit as agent for the said mortgages.

The first made and Metarial Seel the by and year a crossid.

1 7 E et 21 60 E

PILED AND RECORDED OCTOBER 13" 1953 at 12:05 P.M.

PURCHASE MONEY

Chief Minister, Made this 13 the day of October
in the year Nineton Hundred and Fifty\_Three by and between

CHARLES A. McDADE and LORETTA McDADE, his wife,

of Allegany County, in the State of Maryland parties of the first part, and

THE SECOND NATIONAL BANK OF CUMBERLAND, Cumberland, Maryland, a benking corporation duly incorporated under the laws of the United States,

of Allegany County, in the State of Haryland part y of the second part in the full and just sum of Ten Thousand (\$10,000.00) Dollers, this day loaned the parties of the first part as part of the purchase price of the property herein described, which was conveyed to the parties of the first part by Pasquale Idonic et ux., by deed of even dete; said principal sum of \$10,000.00, with interest at five percent (\$50 per annum is to be repaid by the parties of the first part to the party of the second part in monthly payments of not less than One Hundred, Sixty-two and no/100 (\$162.00)

Dollars each, said payments to be applied first to interest and the balence to principal; the

#### 100x 300 Mc 513

How Therefore, in consideration of the premises, and of the sum of one dollar in hand
paid, and in order to secure the prompt payment of the said indebtedness at the maturity there-
of, together with the interest thereon, the said

parties of the first part

o give, grant, bargain and sell, convey, release and confirm unto the said

party of the second part, its successors or

xisticxust assigns, the following property, to-wit:

ALL those two certain lots or parcels of ground fronting on Front Street, (now Henderson Avenue) in the City of Cumberland, Allegany County and State of Maryland, and known and distinguished upon the plat of the property of the "Thruston Heirs and John B.Ford" as Lots Numbered Three (3) and Four (4), which said plat is recorded among the Land Records of said Allegany County in Liber T.L. No.43, folio 704, and which said lots are particularly described es follows, to wit:

BEGINNING at a point South seventeen (17) degrees East fifty (50) feet from the intersection of the Southwest corner of Shinbone alley with the East side of Front Street, being also at the Southwest corner of Lot Number Five (5) on said plat, and running thence with Front Street South seventeen (17) degrees Eest

fifty (50) feet to the Northwest corner of Lot Number Two (2); then at right angles with Front Street fifty-two (52) feet and four (4) inches to the Southwest corner of Lot Number seven (7); then North three and one-half (31) degrees West fifty-one (51) feet end four (4) inches to the Southeest corner of Lot Number Five (5); then with the line of Lot Number Five (5) sixty-four (64) feet and four (4) inches to the place of beginning.

IT BEING the same property which was conveyed to Pesqusle Idoni and Rose Idoni, his wife, by Matilda S. Rudolph, et el., by deed dated the 14th dey of September, 1946, and recorded emong the Land Records of Allegany County in Liber No. 211, folio 289; and

BEING elso the same property which wes conveyed by Pesquale Idoni end wife to the above mentioned Charles A. McDade by deed of even dete, and which is to be recorded among the seid Land Records with the recording of this mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Drovided,	that if the said parties of the first part
their	heirs, executors, administrators or assigns, do and shall pay to the said
party of the	second part, its successors
<b>construcçado</b> bit	structure or assigns, the aforesaid sum of

Ten Thousand and no/100 (\$10,000.00) Dollars

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Bind it is Egreed that until default be made in the premises, the said...

parties of the first part	
may hold a	and possess the aforesaid property, upon paying is

the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said.

parties of the first part

hereby covenant to pay when legally demandable

let in case of default being made in payment of the merigage debt aforesaid, or of the interest, in whole or in part, or in any agreement, covenant or condition of this mortgage

100 300 ME 514

FILED AND RECORDED OCTOBER 13" 1953 at 12:05 P.M.
776- 41
in the year Nineteen Hundred and Fifty_three, by and between
CHARLES A. MCDADE and LORETTA MCDADE, his wife
of Allegany County, in the State of Maryland
parties of the first part, and PASQUALE IDONI and ROSE IDONI, his wife
of Allegany County, in the State of Maryland
partiesof the second part, WITNESSETH:
parties of the second part in the full and just sum of FIVE THOUSAND (\$5000.00) DOLLARS; said sum shall become due and payable five (5) years after the date of these presents; with interest at Five (5%) percent per annum and the said interest is to be computed and paid semi-annually on the First day of November and the First day of May in each and every year.
Privileges are reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof in amounts not less than One Hundred (\$100,00) Dollars, or multiples thereof.  Row Therefore, in consideration of the premises, and of the sum of one dollar in hand
paid, and in order to secure the prompt payment of the said indebtedness at the maturity there-
of, together with the interest thereon, the said parties of the first part
do hereby give, grant, bargain and sell, convey, release and confirm unto the said parties
of the second part, their
heirs and assigns, the following property, to-wit: ALL those two certain lots or
parcels of ground fronting on Front Street, in the City of Cumberland,
Allegany County, State of Maryland, and known and distinguished upon
the plat of the property of "Thruston Heirs and John B. Ford" as
The state of the s

#### UNEX 300 MG 516

smong the Land Records of said Allegany County in Liber T.L. No. 43 folio 704, and which said lots are particularly described as follows, to wit:

BEGINNING at a point South seventeen (17) degrees East fifty (50) feet from the intersection of the southwest corner of Shinbone alley with the east side of Front Street, being also at the southwest corner of Lot Number Five (5) on said plat, and running thence with Front Street South seventeen (17) degrees East fifty (50) feet to the northwest corner of Lot Number Two (2); than at right angles with Front Street fifty-two (52) feet and four (4) inches to the southwest corner of Lot Number Seven (7); then North three and one-half (31) degrees West fifty-one (51) feet and four (4) inches to the southeast corner of Lot Number (5); then with the line of Lot Number Five (5) sixty-four (64) feet and four (4) inches to the place of beginning.

BEING the same property conveyed unto one of the parties of theifirs part, Charles A. McDade, by deed bearing even date herewith, by Pasquale Idoni and Rose Idoni, his wife, and to be recorded among the Land Records of Allegany County, Maryland.

Cogether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

provided, that if the said parties of the first part;

their heirs, executors, administrators or assigns, do and shall pay to the said parties of the second part, their executors, administrators or assigns, the aforesaid sum of

FIVE THOUSAND (\$5000.00) DOLLARS

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on THETH part to be performed, then this mortgage shall be void.

Mnd it is Mgreed that until default be made in the premises, the said parties of the first part

hereby covenant to pay when legally demandable

But in case of default heing made in payment of the martgage debt aforestld, or of the intorest thereon, in whale or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said.

parties of the second part, their

IDER 300 MGE 51

	A SECTION AND ADDRESS OF THE PARTY OF THE PA	
	his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said.	
ļ,		
	parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission	
	shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.	1
	and the said parties of the first part	
	insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance  Company or companies acceptable to the mortgage or their	ı
	assigns, the improvements on the hereby mortgaged land to the amount of at least	
	ETTIM MILATELLAN ANDROS ON TOTAL	
	and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,	
	to inure to the benefit of the mortgages . THEIR heirs or assigns, to the extent	1
		1
	oftheir iten or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee S, or the mortgagee may effect said insurance	
	and collect the premiums thereon with interest as part of the mortgage debt.	L
	Hittess, the hand and seal of said mortgagor s	
	Charles A. Melade [SEAL]	
	Loretts McDade [SEAL]	
г	State of Maryland,	1
	Allegany County, to-wit:	
V. 100	I hereby certify. That on this 13th day of October	
	in the year nineteen Hundred and Fifty -three, before me, the subscriber,	110
3	a Notary Public of the State of Maryland, in and for said County, personally appeared	1
	CHARLES, A. MCDADE and LOHETTA MCDADE, his wife	
	and they acknowledged the aforegoing mortgage to be their	100
E	act and deed; and at the same time before me also personally appeared	10
		95
	PASQUALE IDONI and ROSE IDONI, his wife	
	the within named mortgages, and made oath in due form of law, that the consideration in said	1
	mortgage is true and bona fide as therein set for forth.	
	WITNESS my hand and Notarial Seal the day and year aforesaid.	100
	A LEGILLE	
		127

FILED AND RECORDED OCTOBER 13" 1953 at 2:00 P.M.

This Murigage, Made this ——13 th —— day of cotober, in the year nineteen hundred and Fifty Three, by and between

Howard Perrin and Nettis Perrin, his wifs,

of Allegany County, State of Maryland, of the first part, hereinafter called Mortgagore , and THE COMMERCIAL SAVINGS BANK OF CUMBERLAND, MARYLAND, a corporation duly incorporated under the laws of Maryland, of the second part, hereinafter called Mortgagee, Witnesseth:

Whereas, the said Mortgagors are justly and bona fide indebted unto the said Mortgagee in the full and just sum of Four Thousand (\$1,000.00) Dollars, for which they have given their promissory note of even date herewith, payable on or before one year after date with interest at the rate of 5% per annum, payable quarterly.

And mirrows, this mortgage shall also secure as of the date hereof, futura advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not 40 exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property, as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

Now therefore, in consideration of the premises, and in order to secure the prompt payment of the said indebtedness and any future advances as aforesaid, together with the interest thereon, the said Mortgagors do bargain, sell, give, grant, convey, release and confirm unto the said Mortgagee, its successors and assigns, the following property, to-wit:

All those two lots, tracts or parcels of land situated on the North side of the Baltimore Turnpike, in Election District No. 21, in Allegany County, Maryland, and about four and one-half miles Easterly of the City of Cumberland, which are described and conveyed in two deeds from Millard F. Rics et al to Howard Perrin and Nettie Perrin, his wife, one for 5-3/16 acres, more or less, dated March 13, 1922, and recorded in Liber No. 140, folio 91, one of the Land Records of Allegany County, Maryland, the other for 10-1/4 acres, more or less, dated November 26, 1923, and recorded in Liber No. 145, folio 189, of said Land

Records, excepting, however, all those parts of said tract conveyed away by the said Howard Perrin and Nettis Perrin, his wife, in the following six deeds: deed to Ella May Morris dated June 25, 1931, and recorded in Liber No. 166, folio 23, one of said Land Records; deed to the State Road Commission of Maryhand dated October 1, 1937, and recorded in Liber No. 178, folio 705, of said Land Records; deed to Floyd Wigfield and Juanita May Wigfield, his wife, dated March 29, 1947, and recorded in Liber No. 214, folio 322, of said Land Records; deed to Floyd Wigfield and Juanita May Wigfield, his wife, dated February 15, 1950, and recorded in Liber No. 228, folio 132, of said Land Records; deed to Edwin W. Lawis and Oretchen R. Lewis, his wife, dated October 7, 1952, and recorded in Liber No. 216, folio 30, of said Land Records; and deed to Floyd Wigfield and Juanita May Wigfield his wife, dated August 12, 1953, and recorded in Liber No. 252, folio 133, of said Land Records. Reference to all of said deeds is hereby made for a more full and particular description of the property herein conveyed.

#### MER 300 MIRE 51.9

or assigns, together with the buildings and improvements thereon, all fixtures and articles of personal property now or at any time hereafter stached to or used in any way in connection with the use, operation and occupation of the above described real estate, and the rights, roads, ways, waters, privileges, and appurtenances thereunto belonging or in anywise appertaining, in fee simple forever

And it is agreed, that until default be made in the premises, the said Mortgagors may hold and possess the aforesaid property, upon paying, in the meantime, sil taxes, assessments and public liens levied on said property and on the mortgage debt and interest hereby intended to be secured, and any lien, claim or charge against said premises which might take precedence over the lien of this mortgage; all which taxes, assessments, public liens, lien, claim, charge, mortgage debt and interest thereon, the said Mortgagors hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the said Mortgagors shall not pay sil of said taxes, assessments, public liens, liens, claims and charges as and when the same become due and payable the said Mortgages shall have the full legal right to pay the same, together with all interest, penalties and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said Mortgages, its successors or assigns, or Wilbur V. Wilson, its, his or their duly constituted attorney or agent, are hereby authorised and empowered at any time thereafter, to sell at public sale the property hereby mortgaged, or so much thereof as may mary; and to grant and convey the same to the purchaser or purchasers thereof, its, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale, in soms newspaper published in Allegany County, Maryland, which terms shall be at the discretion of party making said sale, and the proceeds arising from such sale to apply—first: To the payment of all expenses incident to such sale, including taxes, insurance premiums and a commission of eight per cent. to the party selling or making said sale, and if the property be advertised for default and no sale be made, one-half of said commissions shall be allowed and paid as costs, by the mortgagors , its, his, her or their representatives, heirs or assigns; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made as aforesaid, whether the same shell have then matured or not; and as to the balance, to pay it over to the said Mortgagors , its, his, her or

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

Witness, the hands and seals of said Mortgagors

Attest

Stalland @ Dudley

Howard Terringeal Metter Denin (SEAL

## 300 MGE 520

## State of Maryland, Allegany County, to-wit:

Howard Perrin and Nettie Perrin, his wife,

and acknowledged the aforegoing mortgage to be their act and deed; and at the same time, before me, also personally appeared George G. Gook, Gashier of The Commercial Savings Bank of Cumberland, Maryland, a corporation, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said George C. Cook did further, in like manner, make eath that he is the Cashier and agent or attorney for said corporation and duly authorized by it to make this affidavit.

and year share written.

Notary Public

This Murinage, Made this 13 1953 at 3:00 P.M.

in the year Nineteen Hundred and Pifty-three

\_\_, by and between

HAROLD E. HUBBS (unmarried)

Allegany County, in the State of Maryland

part y of the first part, and THE SECOND NATIONAL BANK OF CIMBERLAND, a

national banking corporation, with its principal place of business in Cumberland, Allegany County, Maryland,

WELLER STREET ST

part y ... of the second part, WITNESSETH:

party of the second part in the full and just sum of Three Thousand Dollars (\$3,000.00), to be repaid with interest at the rate of Five Per Cent (\$5,000 and an anomal computed monthly on unpaid balances, in payments of at least Thirty Five Dollars (\$35.00) monthly, the first monthly payment being due one month from the date of these presents, and each and every month thereafter until the whole principal, together with the interest accrued thereon, is paid in full, said monthly payment to be applied first to the interest accruing, and then the

#### LIDER 300 PMGF 521

balance thereof upon the principal, to secure which principal, together with the interest accruing thereon, these presents are executed.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1951 Edition) as repealed and re-enacted by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

BOW Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said. HARGID E. HUBBS. (unmarried)

does give, grant, bargain and sell, convey, release and confirm unto the said

THE SECOND NATIONAL BANK OF CUMBERLAND, its successors

hoirs and assigns, the following property, to-wit:

All that lot, piece or parcel of ground lying and being on the East side of Carroll Street in the City of Cumberland, Allegany County, Maryland, and particularly described as follows:

DECINNING for the same at the end of the second line of the property described in a deed from David P. Miller to Verdeen B. Wilso dated Pebruary 23, 1910 and recorded in Liber No. 105, folio 559, of the Land Records of Allegany County, and with the second line extended and at right angles with Cumberland Street, and parallel with Carroll Street, North 11 degrees Hast 56.5 feet to the northerly line of Lot No. 318 of Map 5 of Rose Hill Estate, at a point distant 31 feet from Carroll Street, and with said line, North 79 degrees West 31 feet to Carroll Street, and with it South 11 degrees West 54.5 feet to the

end of the third line of said deed to Verdeen B. Wilson, and with said third line reversed, South 79 degrees West 31 feet to the beginning.

IT BEING the same property which was conveyed to HAROLD E.
HUBBS by DAVID M. STEELE and MARY A. STEELE, his wife, by deed dated
April 2, 1947, and recorded in Liber \_\_\_\_\_, folio \_\_\_\_\_, among the
Lend Records of Allegany County, Maryland.

Cogether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said HAROLD E. HUBBS (unmarried), his

heirs, executors, administrators or assigns, do and shall pay to the said

THE SECOND NATIONAL BANK OF CUMBERLAND, its successors

securities xx schemistrators or sasigns, the aforesaid sum of Three Thousand Dollars.

(\$3,000.00)

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

And it is Egreed that until default be made in the premises, the said.

HAROLD R. HUBBS (upmarried)

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said HARGLD E. HURBS (uppare 1 ed.)

# um 300 ma522

hereby covenant to pay when legally demandable.
But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage,
then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said.
THE SECOND NATIONAL BANK OF CUMBERLAND, its successors
his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which saie shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then
matured or not; and as to the balance, to pay it over to the said
HAROLD E. HUSBS (unmarried), his heirs or assigns, and
in case of advertisement under the above power but no sale, one-half of the above commission
shall be allowed and paid by the mortgagor. his representatives, heirs or assigns.
Hind the said HAROLD E. HUBBS (unmarried)
further covenants to
insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance
company or companies acceptable to the mortgages or its successors or assigns.
manifeld the improvements on the hereby mortgaged land to the amount of at least
Three Thousand and no/100 Dollars,
and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,
to inure to the benefit of the mortgages , its successors Repror assigns, to the extent
of its or their lies or claim hereunder, and to place such policy or
policies forthwith in possession of the mortgages , or the mortgages may effect said insurance
and collect the premiums thereon with interest as part of the mortgage debt.
Wilters, the hand and seal of said mortgagor.
Attent Man
HAROLD E. HUBBS
State of Maryland,
Allegany County, to-wit:
3 herein certifu met en til 13.66 . des et Cataban
decoper
in the year nineteen hundred and fifty-three , before me, the subscriber
a Notary Public of the State of Maryland, in and for said County, personally appeared
HAROLD E. HUBBS (unmarried)
andacknowledged the aforegoing mortgage to behis
act and deed; and at the same time before me also personally appeared
JOSEPH M. NAUGHTON, President of THE SECOND NATIONAL BANK OF
the within named mortgagee and made outh in due form of law, that the
mortungs to true and bean fide as therein set forth.
WITNESS my hand and Notarial Seal the day and year aferentid.
X A CONTRACTOR OF THE PARTY OF

100 ME 523

	HUTTHER, Made this day of May	T
TOTAL CONTRACT OF THE PARTY OF	Ninoteen Hundred and Fifty-three	
Fr	rank H. Lewis and Xyla Inez Lewis, his wife, by and between	
		750
		DAME.
2 100000	Allegany County, in the State of Maryland	
part 105 of	of the first part, and	OF THE
Bar	aughman Contracting Company, Inc.,	
	The first of the production of the control of the c	(13.70.9x)
		100
of	Allegany County, in the State of Maryland	200
THE PARTY	TARLE OF THE SECOND STREET, SAN THE SECOND ST	TOT IN
part y	_of the second part, WITNESSETH:	100
just sum shall be and which interest with the pay any paid, and in o of, together w	indebted unto the Party of the Second Part in the full and a of Four Thousand (\$4,000.00) Dollars, and which said sum a come due and payable four (4) years from the date hereof, the said principal sum or any balance thereof, shall bear at the rate of five (5%) per cent per annum hereafter; is right reserved unto the Parties of the First Part to preor all of said sum prior to its maturity.  Therefore, in consideration of the premises, and of the sum of one dollar in hand order to secure the prompt payment of the said indebtedness at the maturity therewith the interest thereon, the said.  At H. Lewis and Xyla Inex "ewis, his wife,	*
do Baugi	give, grant, bargain and sell, convey, release and confirm unto the said chman Contracting Company, Inc., its successors	11
ing in sle which said dale Addit rourths of	igms, the following property, to-wit: that lot, piece, or parcel of land situate, lying, and be- ection District No. 29 of Allegany County, Maryland, and d parcel of land is shown on an unrecorded plat of "Glen- tion, La Vale, Humberland, Haryland," as the easterly three f Lot No. 10 and the westerly one-half of Lot No. 11, and d parcel of land is more particularly described as to-wit:	

BEGINNING for the said parcel of land at a point distant along the southerly side of Santa Fe Street from the intersection of the easterly side of Braddock Street with the said easterly side of Santa Fe Street, as shown on said unrecorded plat, South 47 degrees

## 100 Mg 524

40 minutes East 325 feet and which said point is also the end of Line No. 1 and the beginning of Line No. 2 of the parcel of land conveyed by deed dated the 16th day of April, 1951, from George E. Baughman, et ux, unto H. Edward McFarland, et ux, and which said deed is of record among the Land Records of Allegany County, Maryland, in Liber No. 233, folio 592; and thence continuing along the said southerly side of Santa Fe Street, South 47 degrees 40 minutes East 125 feet to a stake; thence constructing a new division line across the centre of said Lot No. 11, Bouth 42 degrees 20 minutes West 95 feet to a stake; thence North 47 degrees 40 minutes West 125 feet to the intersection of the second and third lines of the said Baughman to McFarland deed; thence reversing said second line thereof, North 42 degrees 20 minutes East 95 feet to the place of beginning.

THE AFORESAID PROPERTY is the same property conveyed by deed dated the 30th day of June, 1952, by and between George E. Baughman and Grace N. Baughman, his wife, and Frank Harrison Lewis and Xyla Inez Lewis, his wife, and which said deed is recorded in Liber No. 246, folio 300, one of the Land Records of Allegany County, Maryland, a specific reference to which said deed is hereby made for a full and particular description of the land hereby conveyed by way of mortgage.

Eogether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Drovided, that if the said Frank H. Levis and Xyla Inez Levis, his

wife, their heirs, executors, administrators or assigns, do and shall pay to the said

Baughman Contracting Company, Inc., its successors

Examinated sum of the aforesaid sum of ... Four Thousand (\$4,000.00) Dollars

together with the interest thereon, as and when the same shall become due and payable, and in

the meantime do and shall perform all the covenants herein on their performed, then this mortgage shall be void.

and it is agreed that until default be made in the premises, the said

Frank H. Lewis and Tyla Inez Lewis, his wife,

nay hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said.

Frank H. Lewis and Xyla Inez Lewis, his wife,

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said.

Baughman Contracting Company, Inc., its successors

his, her or their duly constituted attorney or agent, are hereby authorized and empower time thereafter, to sell the property hereby mortgaged or so much thereof as may be and to grant and convey the same to the purchaser or purchasers thereof, his, her or the crassigns; which sale shall be made in manner following to-wit; By giving at least days, notice of the time, place, manner and terms of sale in some newspaper published. Maryland, which said sale shall be at public auction for each, and the from such sale to apply first to the payment of all expenses incident to such sale, inches to the payment of all expenses incident to such sale; to the payment of all expenses incident to such sale; to the payment of all moneys owing under this mortgage, whether the same shall have to

ed or not; and as to the balance, to pay it over to the mid Frank H. Lewis a

we power but no sale, one-half of the above co shall be allowed and paid by the mortgagers, their re

The second liverage	
	Bind the said Frank H. Lewis and Tyla Incz Lewis, his wife,
101110	further covenant to
insure	forthwith, and pending the existence of this mortgage, to keep insured by some insurance
compan	y or companies acceptable to the mortgagee or its successors and
	the improvements on the hereby mortgaged land to the amount of at least
and to	our Thousand Dollars (\$4,000.00)
to inne	cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,
of.	to the benefit of the mortgagee , its successors assigns, to the extent
policies	forthwith in possession of the mortgagee , or the mortgagee may effect said insurance
and coli	ect the premiums thereon with interest as part of the mortgage debt.
3	Hittens, the handmand sees of said mortgagors:
Attest:	
110000000000000000000000000000000000000	059mm 1 121 -
-	OC ) (SEAL)
20	CE marges Legle D. Sewis [SEAL]
	of Maryland.
4.15.4	any County, to-wit:
*******	and countries to man the state of the state
0.775	hereby certify, That on this lat day of May,
	sar Nineteen Hundred and Fifty-three , before me, the subscriber,
	Public of the State of Maryland, in and for said County, personally appeared
Fran	k H. Lewis and Kyla Inez Lewis, his wife,
and e	ach acknowledged the aforegoing mortgage to be his and her respective
	leed; and at the same time before me also personally appeared
	E. Baughman, President of Baughman Contracting Co., Inc.,
	med mortgagee and made oath in due form of law, that the consideration in said
E 0 - 40	
mortgag	true and bona fide as therein set forth, and further made oath that he ugent of said Corporation and duly authorized to make this
2 10	288 my hand and Notarial Seal the day and year aforesaid.
	To the same or the same of the
. 12.5	East Elmy Transis
Die-	Notary Pullic.

11

1	Piled AND RECORDED OCTOBER 14" 1953 at 9:10 A.M. Purchase Money  This Murinage, Made this 2/ day of Mar Suff
1000	
i	n the year Nineteen Hundred and fifty-three , by and between
	Harry D. Edmiston and Betty Jane Edmiston, his wife,
•	Allegany County, in the State of Maryland
3	arkes of the first part, and Ludia W. Nelson and Clyde B. Nelson, her son,
M	Allegany County, in the State of Maryland arties of the second part, WITNESSETH:
	Unbereas, the said parties of the second part have this day
	loaned unto the said parties of the first part the full and just sum
	of Five thousand two hundred (\$5,200.00) dollars, which said sum the
	said parties of the first part do hereby agree to repay to the
	said parties of the second part in consecutive installments of not
	less than Forty (\$40.00) dollars per month, beginning one month from
	the date hereof, with interest thereon at the rate of five per
	cent. (5%) per annum, due and payable monthly, accounting from the
	date hereof. It is understood that the installment payment of forty
1	dollars shall include interest.
	MOW Therefore, in consideration of the premises, and of the sum of one dollar in hand aid, and in order to secure the prompt payment of the said indebtedness at the maturity there-
	, together with the interest thereon, the said parties of the first part
d	give, grant, bargain and sell, convey, release and confirm unto the said
	parties of the second part, their
h	eirs and assigns, the following property, to-wit:
	All those certain lots or parcels of land described in several deed
	to Alonzo Nort, now deceased, and being Lots Nos. 38, 39, 40, 41
	79, 80 and 81, in Section A, Bowmans Addition, Allegany County,
	Maryland.

## MR 300 HGE 527

Est 300 Rue 301	
Coactber with the buildings and improvements thereon, and the rights, roads, ways,	
waters, privileges and appurtenances thereunto belonging or in anywise appertaining.	
Drovided, that if the said parties of the first part,	13
their heirs, executors, administrators or assigns, do and shall pay to the said	m
parties of the second part, their	1
executor , administrator or assigns, the aforesaid sum of	н
Fifty-two hundred (\$5200.00) dollars	
together with the interest thereon, as and when the same shall become due and payable, and in	1
the meantime do and shall perform all the covenants herein on their part to be	
performed, then this mortgage shall be void.	ш
And it is Egreed that until default be made in the premises, the said	-
parties of the first part	
may hold and possess the aforesaid property, upon paying in	+
the meantime, all taxes, assessments and public liens levied on said property, all which taxes,	
mortgage debt and interest thereon, the said Parties of the first part	
hereby covenant to pay when legally demandable.  But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon in whele or in	£,
too use districting till whole of in part, of in any approximant any annalities of the	+
and a more more and payable,	
and these presents are hereby declared to be made in trust, and the said	95
parties of the second part, their	1
heirs, executors, administrators and assigns, or. Harold it. Naughton, his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then	The design of the second
matured or not; and as to the balance, to pay it over to the said.	
in case of advertisement under the above power but no sale, one-half of the above commission	
shall be allowed and paid by the mortgagor. A , their representatives, heirs or assigns.	A.F.S
End the said parties of the first part	-
The state of the s	7-1
insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance	3
company or companies acceptable to the mortgages or their	43.0
assigns, the improvements on the hereby mortgaged land to the amount of at least	
Fifty-two hundred	
and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,	
to inure to the benefit of the mortgagees. their heirs or assigns, to the extent	
of their lien or claim hereunder, and to place such policy or	
policies forthwith in possession of the mortgagee 8, or the mortgageemay effect said insurance	
and collect the premiums thereon with interest as part of the mortgage debt.	
Withteen, the handsand scales said morter and	Btos
Attack to the second of the se	18
111-1 7+ 11 001	
Harry & Harry & Mariaton (SEAL)	
washing Jetu Betty and Societar ISBALI	
The same same (SEAL)	

um 300 mg 528

State of Maryland. Allegany County, to-wit:

I hereby certify, That on this... in the year Nineteen Hundred and fifty-three a Notary Public of the State of Maryland, in and for said County, personally appeared

Harry D. Edmiston and Betty Jane Edmiston, his wife they acknowledged the aforegoing mortgage to be act and deed; and at the same time before me also personally appeared...

Ludie W. Nelson and Clyde B. Nelson, her son, the within named mortgages 8 and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforess

walman

FILED AND RECORDED OCTOBER 14-1953 at 9:20A.M.

# This Mortgage, Made this

A.

in the year mineteen hundred and fifty-three

, by and between

Frank H. Ansel and Thelma C .. Ansel, his wife, of Carroll County, Md any: County: Manyhani; of the first part, hereinafter cometimes called mortgag on shall include the plural as well as the singular, and the fundame as well as the ses called mortgager, which as the context may require, and The Liberty Trust Company, a corporation duly her the laws of Maryland, and having its principal office in the City of Combertand, Al Maryland, of the second part, hereinafter sometimes called mortgages, Witnesseth:

121

Frank H. Ansel and Thelma C. Ansel, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of

Twenty-Five Hundred (\$2500.00) - - - - Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Five (5%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Camberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pre-rate quarterly interest hereunder to be accounted. 100 AGE 529

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Frank H. Ansel and Thelma C. Ansel, his wife,

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot or parcel of ground situated on the Southerly side of Camden Avenue, in the City of Cumberland, Allegany County, Maryland, known and designated as Lot No. 4 in Gates Addition to Cumberland, and particularly described as follows, to-wit:

BEGINNING for the same on the Southerly side of Camden Avenue, at the end of the first line of Lot No. 3 of said Addition, said point of beginning being also distant, South 66 degrees and 10 minutes West 60 feet from the end of the second line of the lot conveyed by Bertha V. Ritter et vir to George S. Bailey, by deed dated February 17, 1922, and recorded in Liber No. 139, folio 588, of the Land Records of Allegany County, and running thence with the Southerly side of Camden Avernue, South 66 degrees 10 minutes West 50 feet, then South 23 degrees 50 minutes East 130 feet to the Northerly side of a 16-foot alley, then 50 minutes East 130 feet to the Northerly side of a 16-foot alley, then with said side of said alley, North 66 degrees 10 minutes East 50 feet to the end of the second line of said Lot No. 3, then with said second line reversed, North 23 degrees 50 minutes West 150 feet to the place of beginning.

It being the same property which was conveyed unto the said Mort-gagors by Edna Wolford, widow, by deed dated April 3, 1943, and re-corded in Liber 195, folio 595, one of the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgages, its ors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Dollars, together with the interest thereon when

and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assess and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its ore and assigns, or George R. Hughes , its, his or their duly constituted at agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby gaged, or so much theroof as may be necessary; and to grant and convey the same to the haser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in ner following, to wit: By giving at least twenty days' notice of time, place, manner and terms ale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgages, and a commission of eight per cent. to the party selling or matring said sale, and in case said preparty is advertised, under the power herein contained, and no said sheroof made, that in that event the party so advertising shall be paid all expenses incurred

and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigna-

AND the said mortgagor does further covenant to insure forthwith, and pending the existe of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount

Twenty-Five Hundred (\$2500.00) - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim herounder, and to place such policy or policies forthwith in possession of the mortgages, or the mortgages may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto. WITNESS, the hand and seal of said mortgagor.

ATTEST:

Thelmel and (SEAL)

STATE OF MARYLAND, ARRESTMY COUNTY, TO-WIT:

I hereby Certify, that on this / 0 2 day of October

in the year nineteen

hundred and Pifty-three

before me, the subscriber, a Notary Public of the

State of Maryland in and for the county aforesaid, personally appeared

Frank H. Ansel and Thelma C. Ansel, his wife,

acknowledged, the foregoing mortgage to be their

act and

ARMEN AND AND ARMEN AND ARMED ARMED AND ARMED ARMED AND ARMED ARMED AND ARMED tradelands tox makes this afficients.

In witness whereof I have hereto set my hand and affixed my

STATE OF MARYLAND, ALLEGARY COUNTY, TO WITE

I HEREBY CERTIFY, that on this / day of October, 1953; before
me, the subscriber, a Notary Public of the State of Maryland in and
for the County aforessid, personally appeared Charles A. Piper, Presi
dent of The Liberty Trust Company, the within named mortgagee and made
oath in due form of law, that the consideration in said mortgage is
true and bons fide as therein set forth; and the said Charles A. Piper
did further inlike manner make oath that he is the President and agent
thereby for said corporation and duly authorized by it to make the property of said corporation and duly authorized by it to make outher bordavit.

WITNESS my hand and Notarial Seal the day and year above written.

MR 300 MG 531

FILED AND RECORDED OCTOBER 14" 1953 at 9:20 .M.

# This Mortgage, Made this

in the year mineteen hundred and fifty-three October

, by and between

William C. Barncord and Elsie L. Barncord, his wife, of Allegany County, Maryland, of the first part, hereinafter expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgages, Witnesseth:

Whereas, the said

William C. Berncord and Elsie L. Berncord, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of Twenty-One Hundred Fifty (\$2150.00) - - - - - - - Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rate quarterly interest hereunder to be payable on December 31, 1953

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

William C. Berncord and Elsie L. Berncord, his wife,

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot, piece or parcel of land situate, lying and being near the Northerly side of the Cash Valley Road in Election District No. 20, in Allegany County, Maryland, and which is described as follows, to-wit:

EEGINNING for the same at a fence post standing slong the Eastterly side of the Lane leading from the Cash Valley Road in a Northerly direction to Jennings Run, it being at the end of 170; feet on
the second line of original Lot No. 3, conveyed by William A. Huster,
Administrator C.T.A., to Henry Petenbrink, by deed dated October 30,
1920, and recorded among the Land Records of aforesaid Allegany County
in Liber No. 134, folio 668, and running thence along a division fence
crossing the whole lot No. 3, North 55 degrees 45 minutes East 106;
feet to a point on the fifth line of the whole Lot No. 3; thence reversing part of said fifth line, South 40 degrees 00 minutes East 194;
feet to a fence post standing at the beginning of that part of original Lot No. 2 conveyed by Minerva A. Logsdon to Henry Petenbrink, by
deed dated January 17, 1921, and recorded among the aforesaid land
records, in Liber No. 135, folio 497; thence with the lines thereof,
North 48 degrees 15 minutes East 113; feet to the Westerly side of a
lane leading to the Cash Valley Road; and with it, South 47 degrees
28 minutes East 78 feet to a corner fence post; thence with a fence,
South 41 degrees 37 minutes West 105.75 feet; thence continuing with
said fence, South 29 degrees 05 minutes West 75.5 feet to the Northerly side of the present Cash Valley Road; thence with said side of said

and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Twenty-Five Hundred (\$2500.00) - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgages, or the mortgages may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Frank H. Angel (SEAL)

Thelmal and (SEAL) Thelma C. Ansel

STATE OF MARYLAND, AREBEAUT COUNTY, TO-WIT:

I hereby Certify, that on this / oth day of October

sures

in the year nineteen

hundred and Fifty-three

before me, the subscriber, a Notary Public of the

State of Maryland in and for the county aforesaid, personally appeared

Frank H. Ansel and Thalma C. Ansel, his wife,

acknowledged, the foregoing mortgage to be the ir

th of The library Arms Company, the wellfully second mo ne see see and bear cover als agreement bear als not received to see that you

Menney and were such where he are where produced in the produced in the control of the control o tiveleths solds solans set theel donined tracking yiels bug notice

In witness whereof I have hereto set my hand and affixed my

above written.

STATE OF MARYLAND, ALLEGAMY COUNTY, TO IT

I HEREBY CERTIFY, thet on this Act day of October, 1953, before
me, the subscriber, a Notery Public of the State of Maryland in and
for the County aforesaid, personally appeared Charles A. Piper, Presi
dent of The Liberty Trust Company, the within named mortgagee and made
oath in due form of 1sw, that the consideration in said mortgage is
true. End bone fide as therein set forth; end the said Charles A. Piper
ther inlike manner make oath thet he is the President end sgent
mey for said corporation and duly authorized by it to make
davit.

WITNESS my hand and Notarial Seel the day and year shows written WITNESS my hand and Notarisl Seel the day end year above written.

wer 300 exc 531

FILED AND RECORDED OCTOBER 14" 1953 at 9:20 A.N.

# This Mortgage, Made this 1224

in the year nineteen hundred and fifty-three

, by and between

William C. Berncord and Elsie L. Berncord, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the aingular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgages, Witnesseth .

Whereas, the said

William C. Barncord and Elsie L. Barncord, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of Twenty-One Hundred Fifty (\$2150.00) - - - - - - - Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues. at the office of The Liberty Trust Company in Cumberland, Maryland, on March 81, June 80, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on December 31, 1953

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

William C. Barncord end Elsie L. Barncord, his wife,

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot, piece or parcel of land situate, lying and being near the Northerly side of the Cesh Valley Road in Election District No. 20, in Allegeny County, Maryland, and which is described esfollows, to-wit:

BEGINNING for the same et e fence post stending slong the Easterly side of the Lane leading from the Cash Valley Road in a Northerly direction to Jennings Run, it being et the end of 170 feet on
the second line of original Lot No. 3, conveyed by William A. Huster,
Administrator C.T.A., to Henry Petenbrink, by deed deted October 30,
1920, end recorded among the Land Records of eforeseid Allegany County
in Liber No. 134, folio 668, end running thence along a division fence
crossing the Whole lot No. 3, North 55 degrees 45 minutes East 106;
feet to a point on the fifth line of the Whole Lot No. 3; thence reversing part of seid fifth line, South 40 degrees 00 minutes East 194;
feet to e fence post stending at the beginning of that part of originel Lot No. 2 conveyed by Minerve A. Logsdon to Henry Petenbrink, by
deed dated Jenuary 17, 1921, and recorded emong the aforesaid land
records, in Liber No. 135, folio 497; thence with the lines thereof,
North 48 degrees 15 minutes East 113; feet to the Westerly side of e
lane leading to the Cesh Valley Road; and with it, South 47 degrees
28 minutes East 78 feet to e corner fence poet; thence with a fence,
South 41 degrees 37 minutes West 105.75 feet; thence continuing with
said fence, South 29 degrees 05 minutes West 75.5 feet to the Northerly side of the present Cesh Velley Road; thence with said side of said

Road, South 82 degrees 37 minutes West 55.7 feet to a nail in a locust post which stands on the Westerly side of a lane leading from the Cash Valley Road to Jennings Run; thence along the Westerly side thereof, North 46 degrees 00 minutes West 204-6/10 feet to a stake standing South 31½ degrees East 2 feet from a stump of a cherry tree, thence crossing said Lane, North 31½ degrees West 85½ feet to the place of beginning. Surveyed by C. R. Nuzum, C.Z., August, 1946.

It being part of the same property which was conveyed unto the sa Mortgagors by Clara Petenbrink, unmarried, by deed dated September 3, 1946, and recorded in Liber 211, folio 88, of the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgages, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgager, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgages, its successors or assigns, the aforesaid sum of Twenty-One Hundred Pifty - - - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgages.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvments to the mortgaged property, as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughen , its, his or their duly constituted attorney or agent, are hereby authorised and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgages, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; ascondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgages, his below, present representatives or assigns.

AND the said mortgager does further covenant to insure forthwith, and pending the existence of this mortgage, to heap insured by some insurence company or companies acceptable to the mortgages, its successors or assigns the improvements on the heady mortgaged land, to the amount of at least

## 100 MG 533

Twenty-One Hundred Fifty (\$2150.00) - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

SATTEST:

William C. Barncord (SEAL)

Clair L. Barncord (SEAL)

Elsie L. Barncord

I hereby Certify, that on this IZM day of October in the year nineteen hundred and fifty-three before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

William C. Barncord and Elsie L. Barncord, his wife, and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgages and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the

said Charles A. Piper did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year

In witness above, with the same above, and the same abov

Im a Sackey Mother Public

FILED AND RECORDED OCTOBER 14\*1953 at 2:20 P.M.

THIS MITTINET, Made this 13th day of October
in the year Nineteen Hundred and Fifty three hobert Henry Brown, divorced,

Allegeny County, in the State of Haryland

part.I \_\_of the first part, and\_\_

# um 300 ma 534

Edgar	B. H1	ce and	Eleanor	B. M	Loe, l	us d	aughte	-

Allegany County, in the State of Maryland parties \_\_\_\_ of the second part, WITNESSETH:

Wibereas, the Party of the First Part is bona fidely and justly

indebted unto the Parties of the Second Part in the full and just sum of One Thousand Bollars (\$1,000.00) and which said sum shall bear interest at the rate of six per cent per annum; and which said principal sum and interest shall be repaid in equal monthly payments hereafter of Twenty-five Bollars (\$25.00) on the principal and in addition thereto the interest on the unpaid principal sum; with the right reserved unto the Farty of the First Part to prepay any or all of said principal sum and interest at any time prior to its maturity.

Row Cherefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity there-

of, together with the interest thereon, the said Hobert Henry Brown

give, grant, bargain and sell, convey, release and confirm unto the said Edgar S. Rice and Siesnor E. Rice, his daughter, their

heirs and assigns, the following property, to-wit:

All that lot or parcel of ground situate on the Westerly side of Baltimore avenue in the City of Cumberland, Allegany County, Maryland, and particularly described as follows, to-wit:

BEGINNING for the same at a point on the Northwesterly side of Baltimore Avanue at the beginning of the whole original lot conveyed by James Smith, et ux, to Nicholas Brandler by deed dated the 15th day of August, 1848, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 4, folio 362, said point of beginning also at the beginning of that part of the said whole original lot conveyed by Luther Ash to Boyd H. Emellings by deed dated the 25th day of October, 1916, and recorded among the aforesaid Land Records in Liber No. 119, folio 471; and running thence with part of

the first line thereof, North 38 degrees 20 minutes West 108 feet; thence crossing the last above-mentioned deed, South 55 degrees 10 minutes West 30.25 feet to a point on the third line thereof; thence with the third and fourth lines thereof, South 34 degrees 50 minutes East 100 feet to the Northwesterly side of Baltimore Avenue; and with it, North 67 degrees 38 minutes East 37.5 feet to the place of beginning.

Together with the buildings and improvements thereon, and the rights, roads, ways

Drovibed, that if the said Hobert Henry serom, his

heirs, executors, administrators or assigns, do and shall pay to the said

Edgar 8. Hice and Eleanor E. Hide, his daughter, their

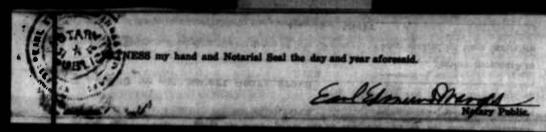
ecutors , administrator s or assigns, the aforesaid sum of. une Thousand (\$1,000.00) Dollars

er with the interest thereon, as and when the same shall become due and payable, and in se do and shall perform all the covenants herein on his ed, then this mortgage shall be void.

Sinb it to Rigreed that until default be made to the premiest, the mid-

## THER 300 ME 535

_	
ı	may hold and possess the aforesaid property, upon paying in
ı	the meantime, all taxes, assessments and public liens levied on said property, all which taxes,
ı	mortgage debt and interest thereon, the said Hobert Henry Hrown
ı	hereby covenant 5 to pay when legally demandable.
ı	But in case of default being made in navment of the most are debt afarrant on of the
ı	terest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,
ı	and these presents are hereby declared to be made in trust, and the said
ı	Edgard. Hice and Eleanor E. Hice, his daughter, their
ı	heirs, executors, administrators and assigns, or <u>Earl E. Manges</u> his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any
	and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in Cases the sale of the time, place, manner and terms of sale in some newspaper published in Cases the sale of the time, place, manner and terms of sale in some newspaper published in Cases the sale of the time, place, manner and terms of sale in some newspaper published in Cases the sale of the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent, to the payment of the payment
	to the payment of all moneys owing under this mortgage, whether the same shall have been then
	matured or not; and as to the balance, to pay it over to the said
	in case of advertisement under the above Hobert Henry Brown has heirs or assigns, and
	in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagon, his representatives, heirs or assigns.
	. Bind the said Honert Henry Brown
C	further covenants to
,	insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance
į	Company or companies acceptable to the mortgageesor their
	assigns, the improvements on the hereby mortgaged land to the amount of at least
	ume Thousand (\$1,000.00) Pollars Dollars
	and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,
	to inure to the benefit of the mortgagee &, their heirs or assigns, to the extent
	of XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
	policies forthwith in possession of the mortgagee S, or the mortgageeSmay effect said insurance
	and collect the premiums thereon with interest as part of the mortgage debt
	Witness, the hand and seal of said mortgagor ;
	Attest:
•	Est E. manges Popus Done Block (APPAL)
	State of Maryland,
	Allegany County, to-wit:
	3 hereby certify, That on this 13th day of uctober
	in the year nineteen Hundred and Fifty-three before me, the subscriber.
	a Notary Public of the State of Maryland, in and for said County, personally appeared Robert Menry Brown, divorced,
	and acknowledged the aforegoing mortgage to be his
	act and deed; and at the same time before me also personally appeared
	adgar s. nice and siemor s. nice, his daughter.
	· 中国 国际 Application Call 中国 Application Company (Application of Application Application Company Applicati
A STANSON OF	the within named mortgagoes, and made outh in due form of law, that the consideration in said



FILED AND RECORDED OCTOBER 14" 1953 at 9:20 A.M.

# This Mortgage, mode this

, by and between

A typer in the year mineteen hundred and fifty-three

William W. Nightingale and Alice Nightingsle, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called n expression shall include the plural as well as the singular, and the feminine as well as the masculing as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgages, Witnesseth:

Whereas, the said

"Ala E!

William W. Nightingsle and Alice Nightingsle, his wife.

nd indebted unto the said The Liberty Trust Company in the just and full sum of Nineteen Hundred (\$1900.00) - - - - - - - payable to the order of the said The Liberty Trust Company, one year after date with interest from at the rate of Six (6%) per centum per annum, payable quarterly as it accrace, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pre-rate quarterly interest herounder to be payable on December 31, 1953

This Mortgage is executed to secure part of the purchase money for the property herein described and conveyed and is, therefore, a Pur-chase Money Mortgage.

NOW, THEREFORK, in consideration of the premises, and of the sum of One Dollar, and in a to secure the prompt payment of the said indebtations at the maturity thereof, together with

William W. Nightingale and Alice Mightingale, his wife,

has beenly burgets and aid, ples, great, corres, transfer, assign.

## 300 Mg 537

All that piece or parcel of ground situated in Election District No. 10 in the Town of Lonaconing, Allegany County, Maryland, and lying and being on the Westerly side of West Main Street, and being a part of Lot No. 26 in a series of lots originally laid out, in 1866, on the North side of George's Creek by The George's Creek Coal and Iron Company, and more particularly described as follows: (Magnetic courses run by vernier readings and horizontal distances being used throughout

BEGINNING for the same at apoint on the Westerly side of West Main Street sa now defined, said point being at the intersection of two reference lines, viz; at the end of 45.96 feet on a line drawn South 20 degrees 48 minutes East from the East corner of the frame dwelling 20 degreea 48 minutes East from the East corner of the frame dwelling erected upon the Northerly portion of the whole lot, and at the end of 5.61 feet on a line drawn North 80 degrees 46 minutea East from the East corner of the frame dwelling erected upon the Southerly portion of the whole lot, and running thence with West Main Street (1) South 6 degreea 02 minutea Weat 5.12 feet; thence (2) South 26 degrees 29 minutes Weat 26.82 feet to a stake at or near the beginning of the given line of the whole lot and with said given line (3) North 47 degreea 04 minutea West 154.30 feet to a stake at or near the beginning of the whole lot; thence with part of the first line of the whole lot (4) North 44 degreea 47 minutes East 24.67 feet to a stake; thence lengthwise through the whole lot (5) South 46 degrees 38 minutes East 72.72 feet to a stake; thence (6) South 51 degrees 45 minutes East 70.35 feet to the beginning. 70.35 feet to the beginning.

This conveyance is made subject to an easement in rayor or the above described property, and also, subject to the burden of an Essement imposed on this property in favor of the adjoining property as set forth in the deed herein referred to.

It being the same property which was conveyed unto the said Mort-gagora, by deed dated the September, 1953, from Henry P. B. Crosser, et al, and to be only filed for record among the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgages, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgages, its successors or assigns, the aforesaid sum of Nineteen Hundred (\$1900.00) - - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgages

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvments to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to he secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, nts when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgages as additional security, and the mortgager also consents to the immediate appointment

o as additional security, and the security of the mortgage debt aforesaid, or of the second default being made in payment of the mortgage debt aforesaid, or of in case of default being made in payment, covenant or condition of this me Disress, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Rughes , its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sail the property hereby mortgaged, or so much thereof as may be necessary; and to great and convey the same to the

# THER 300 MGE 538

er following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums srance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contain no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existen of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgages, its successors or assigns the improvements on the hereby mortgaged land, to the ame of at least

Nineteen Hundred (\$1900.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgages, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgages, or the mortgages may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

Mis a Rightings (SEAL)

Vaure & M Elice

TATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 6/4 day of Santomber /

hundred and fifty-three

before me, the subscriber, a Notary Public of the

State of Maryland in and for the county aforesaid, personally appeared

William W. Nightingale and Alice Nightingale, his wife,

and each acknowledged, the foregoing mortgage to be their

deed; and at the same time, before me, also personally appeared Charles A. Piper,
President of The Liberty Trust Company, the within named mortgages and made onth in due form
of law, that the consideration in said mortgage is true and bone fide as therein set forth; and the

said Charles A. Piper, did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorised by it to make this affidavit.

In witness whereof I have herete set my hand and affixed my notarial seal the day and year

100 BUSE 539

FILED AND RECORDED OCTOBER 14" 1953 at 2:15 P.M.

MARYLAND

#### MORTGAGE

THIS MORTGAGE, made this

13 day of October

, A. D. 1953 , by

Douglaa A. Golliday and Rose H. Golliday, his wife,

of Cumberland, Allegany County

, in the State of Maryland, hereinafter

called the Mortgagor, and The Liberty Trust Company,

a corporation organized and existing under the laws of the State of Maryland, hereinafter called the Mortgagee.

AND WHERMAS, this Mortgage shall also secure future advances so far as legally permissible at the date

AND WHEREAS, it was a condition precedent to the making of the aforesaid loan that the repayment thereof, with interest, should be secured by the execution of these presents.

Now, THEREFORE, THIS MONTGAGE WITHMESSITE, That in consideration of the premises and the eum of One Dollar (\$1) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey, and assign unto the Mortgages, its successors and assigns, all the following described property in Allegany County - - - - , in the State of Maryland, to wit:

All that certain piece or parcel of ground situated in Cover's Addition, Bowling Green; Allegany County, Maryland, known as Lot No. 20, and being a part of the land conveyed to Ralph G. Cover by deed of Lulu L. Long, dated the 22nd day of September, 1946, and recorded in Liber No. 211, folio 29, one of the Land Records of Allegany County, Maryland, and more particularly described as follows:

LOT NO. 20: BEGINNING at the end of the first line of Lot No. 19 and running thence, North 4 degrees 38 minutes East 38.35 feet to the Southerly line of Maple Street, thence with said Southerly line, North 82 degrees 40 minutes East 102.1 feet to a 15-foot alley, thence with said alley, South 4 degrees 38 minutes West 59.55 feet, thence North 85 degrees 22 minutes West 100 feet to thebeginning.

It being the same property which was conveyed unto the said Mort-gagors by Charles C. Bryce and wife, by deed dated the / F T day of October, 1953, and to be duly filed for record among the Land Records of Allegany County.

This Mortgage is executed to secure part of the purchase money for the property herein described and conveyed and is, therefore, a Purchase Money Mortgage.

To Have and to Hote the above described property and improvement

# 300 MG 540

Anich the Martagate months to slage before set inquient months to slage before set inquient prints, premiums, taxes and special sessements.

The aggregate of the amounts peyable pursuant its subparagate accurate hereby, shall be paid in a single payment each month, to in the order stated:

(ii) ground runts, if any, taxes, special assessments, fire and other hazard-insuration in the order stated:

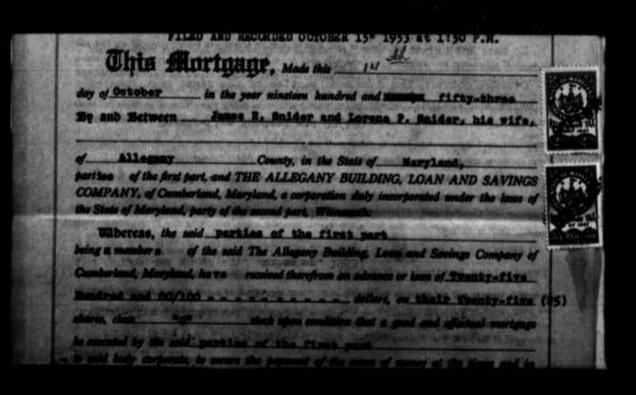
(iii) interest on the indebtedness secured hereby; and (iii) nanorization of the principal of said indebtedness.

Any deficiency in the amount of such aggregate monthly payment, constitute an seem of default up this Mortagate prior to the due date of the next such payment, constitute an seem of default up this Mortagate. They of any metallament which is not paid within filter (15) days of the due the policy of any metallament which is not paid within filter (15) days of the due thereof, to cover the extra expense involved in handling delinquent payments.

2. If the total of the payments made by the Mortagage for ground rents, taxes, assessments, or involved in handling delinquent payments and the amount of the payments actually made by the Mortagage for ground rents, taxes, assessments, or involved in handling delinquent payments to be made by the gager for such items. If, however, such monthly payments shall not be sufficient to pay such items made with the control of the Mortagage and amount new makes up the deficiency. Duch payments shall be made within likely (20) days after written notice of the states indebtedness, the Mortagage shall, in computing the amount of such indebtedness, account of the Mortagage, in accordance with the previous of the previous of the payments and payments with the previous of the hortagage and anount of the Mortagage, in accordance with the previous of the such prevention of the such payments and payments and the such prevention of the such payments and the payments and th

J. Jan

Clien Choice was a series
the Mortgagor(s) on the day and year first above written.
Douglas A Colliday   SEAL   Rose H. Golliday   SEAL
- CEAL
COUNTY to wit:
day of October , 1953, before me, of Maryland, in and for the County A. Golliday and Rose H. Golliday, his wife, mamed Mortgagors, and each acknowledged the active
red Charles A. Piper, y corporate, Mortgagee, and made oath in due form of law that d bona fide as therein set forth; and also made oath that he is the ed to make this affidavit.
into set my hand and affixed my official seal the day and year
Janes M. Losley



How Therefore, this Mortgage Witnesseth, That in consideration of the premises and the sum of one dollar, the said\_parties of the first part

do hereby grant, bargain and sell and convey unto the said The Allegany Building, Loan and Sayings Company of Cumberland, Maryland, its successors and assigns, all that lot, tract, piece or parcel of land lying and being about five miles East of the City of Cumberland and approximately one-half mile South of Williams Road on what is known as "Pine Flat," in Election District No. 16 in Allagany County; Maryland, and on the Westerly side of a road known as the "Snyder Road," and more particularly described as follows, to-wit:

RECINITION for the same at a stake and stone pile located on the Westerly side of the "Snyder Road," at the point of beginning in a deed from Edward L. Myers, et ux., to Robert A. Snider, et ux., dated Hovember 9, 1948, and recorded in Deeds Liber 223, folio 148, among the Land Records of Allegany County, Maryland, and running thence with said side of said Snyder Road, South 26 degrees West 28.3 perches; thence leaving said road, North 144 degrees West 28.3 perches; thence Horth 26 degrees Bast 28.3 perches; thence South 144 degrees Bast 28.3 perches to the place of beginning.

April 16, 1952, and recorded in Liber 240, folio 20, one of the Land Records of Allegany County, Maryland.

Together with the improvements thereon, and the rights, privileges and appurtenances thereunto belonging or apportaining.

To have and to bold the above granted property unto the said body corporate, its successors and assigns, forever in fee simple.

provided bowever, That if the said parking of the first park, that we have and assigns, and perform and comply with the convenants, conditions and agreements havin mantioned on their part to be minde and done, then this mortgage shall be void. And the said

hereby convenent and agree with the said, The Allegany Building, Lean and Sevings. Company, of Comberland, Maryland, its surcessors or assigns, paying follows; that is to say:

FIRST. To pay to the said Corporation, its recoverer or energies, the said grinolpal cain of all this rate of 6% pair among all this rate of 6% pair among a few monthly payments of the first f

## 100 MGE 543

martings dole which have been or may be hereafter looied or charged on unit property and drie, when and as the same may be payable, and in dejenit of such payment, the said mortpaper may pay the same and sharps such sum or same against soid mortpage dold as part thereof,

Drovided, That if default should be made by the said parties of the first.

or by any one who may assume the payment of this mortgage, in the payments of the aforesaid sums of money or either of them, in whole or in part, or in any one of the agreements, covenants or conditions of this mortgage, then and in that event, the whole mortgage debt and interest hereby intended to be secured shall be deemed due and demandable and it shall be lawful for the said. The Allegany Building, Loan and Savings Company, of Cumberland, Maryland, or its Milylis, by the them to their ties or their duly constituted atterney, to sell the property hereby mortgaged, for cash and to grant and convey the same to the purchaser or purchasers thereof or to his, her or their heirs or assigns, which sale shall be made in the manner following, to-wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in the City of Cumberland, Maryland, and in event of a sale of said property under the powers hereby granted, the proceeds arising from said sale shall be applied.

FIRST. To the payment of all arpenses excident to such sale, including taxes and a commission of eight per cent, to the party celling or making such sale.

SECOND. To the payment of all deline and demands of soid meripages, its successors or assigns hereunder, whether the same shall have been matured or not and the balance, if any, to be paid to the soid parties of the first part, their parameter representatives, being and

as their fatored may appear, or to whoever may be cutilled to the same

Wiltness the hands and seeks of the said parties of the first part hersto the day and year first hereinbefore switten.

Test: Miles S. amile	James R. Shider Sound S. Strong.	
Miles I amile	Louis P Smiler	-
	LORDIA F. SHIDER.	AND THE STATE OF

State of Maryland, Milegany County, to-wit:

in the year ninescen hundred and summy. Lifty-three, before me, the subscriber a Notary Public of the State of Maryland in and for Allegany County, personally appeared James R. Snider and Larens P. Snider, his wife.

and they advocated the aforegoing mortgage to be their respective act:

And at the same time before me also personally appeared Arthur H. Amick, Secretary and

Agent of the within named management, and made outh in due form of law that the consideration

mantioned in the aforegoing margage is true and bone fide as therein set forth.

on my hand, and notarial seed the day and year afterestid.

Males d. Conick ... Notary Public

the beautiful and the section of the section of

This Mortgage, Mode 184 13

day of October in the year mineteen hundred and same sicky By and Between \_ Charles G. Orndoff and Catherine N. Orndoff.

his wife. -----

County, in the State of Maryland, perace of the first part, and THE ALLEGANY BUILDING, LOAN AND SAVINGS COMPANY, of Cumberland, Maryland, a corporation duly incorporated under the laws of the State of Maryland, party of the second part, Witnesseth;

Wibereas, the said Darbies of the first part being a member a of the said The Allegany Building, Loan and Savings Company of Cumberland, Maryland, have received therefrom an advance or lean of Maxan

Bundred and 00/100 - - - - - dollars, on their bleven (11) shares, class "Q" stock upon condition that a good and effectual mortgage

ented by the said parties of the first part to said body corporate, to secure the payment of the sums of money at the times and in manner hereinafter mentioned, and the performance of and compliance with the counts, conditions and agreements herein mentioned on the part of the said partition

Mow Cherefore, this Mortgage Witnesseth, That in consideration of the proand the sum of one dollar, the said parties of the first part

of the first part

tergein and sell and convey unto the said The Allegany Building, Loan and Sa Company of Combertend, Maryland, its successors and assigns, all that Lot or p eel of ground sibuated on the Southerly side of King Street and on the Rectorly side of Lafayette Avenue in Cumberland, Allogeny Coun Haryland, and known as Lob No. 1655 in Wil ship Addition to South Co berland, so designated upon the Flat of said Addition Filed in No. 83. Calds 202 of the Land Records of Allegary Country.

# 100 ME 545

tal distances being used throughout.)

BEGINNING for the same at the intersection of the Ensterly side of Lafayette Avenue with the Southerly side of King Street, and running themes with Lafayette Avenue, South 28 degrees 15 minutes West 33.75 feet to the division line between Lets Hes. 455 and 456; thence with said division line, South 61 degrees 45 minutes Best 120,00 feet to an alley 16 feet wide; thence with said Alley, North' 28 degrees 15 minutes East 33.75 feet to the Southerly side of King

Street, and with it, North 61 degrees 45 minutes West 120.00 feet to the beginning.

BEING the same property conveyed unto the said Charles G. Orndoff, et ux., by Leelie J. Clark, Trustee, by a deed dated January 16, 1953, and recorded in Liber 247, felie 140, one of the Land Records of Allegany County, Maryland.

Together with the improvements thereon, and the rights, privileges and appurtenances thereunto belonging or appertaining.

To have and to bold the above granted property unto the said body corporate, its successors and assigns, forever in fee simple.

Provided bowever, That if the said parties of the first part, their heirs and assigns, ----make or cause to be made the payments, and perform and comply with the convenants, conditions and agreements herein mentioned on the state part to be made and done, then this mortgage shall be void. And the said parties hereby convenant and agree with the said, The Allegany Building, Loan and Savings Company, of Cumberland, Maryland, its successors or assigns, to pay and perform as follows, that is to say:

FIRST. To pay to the said Corporation, the ouccessors or assigns, the said grinoipal sum of at the rate of 05 per amount.

Eleven Rundred and 00/100 --- - deliers with interest thereon/pays

in monthly payments of not less than 8. 12.00 and interest, on or before the first Monday of each and every month hereafter, until the whole of said principal debt and interest is paid, the first monthly payment being due on the first Monday in Maxambax, 1953, at the office of the said, The Allegany Building, Loan and Savings Company, of Cumberland, Maryland

SECOND. To pay all tames, public duce and assessments legally levied on said property and on said 

THIRD. To keep termed, during the confirmant of this martings, by arms terminate company or this complete to the martingue or its earliest, the improvements on the keeply meripoped land. In the of at last Eleven Dundred and 00/100 - - - - - - - policy or politics formed their gives to be no framed or ordered, as in the own of fire, to two the margaging or the sanger, to the extent of the or that they or child have easily, and he pi

or by any one who may assume the payment of this mortgage, in the payments of the aforesaid sums of money or either of them, in whole or in part, or in any one of the agreements, covenants or conditions of this mortgage, then and in that event, the whole mortgage debt and interest hereby intended to be secured shall be deemed due and demandable and it shall be lawful for the said The Allegans Paylding, Loan and Savings Company, of Cumberland, Maryland, or its anxions, or be the same to the purchaser or purchasers thereof or to his, her or their heirs or assigns, which sale shall be made in the manner following, to-wil: By giving at least townty days notice of the time, place, manner and terms of sale in some newspaper least treenty days notice of the time, place, manner and terms of sale in some newspa, published in the City of Cumberland, Maryland, and in event of a sale of said proper under the powers hereby granted, the proceeds arising from said sale shall be applied.

PIRST. To the payment of all arpaness traddent to such sale, including taxes and a co-sight per cent, to the party calling or making such sale.

BECOND. To the payment of all claims and demands of sold mortgager, its successors or assigns under, whether the same shall have been matured or not and the balance, if any, to be just to the sold parties of the first part, their personal representatives, heirs and fatorest may appear, or to whosever may be entitled to the

Witness the hands and seals of the said parties of the first part hereto the day and year first hereinbefore switten.

State of Marviand. Milegany County, to-wit:

1 Mereby Certify, That on this 13 14 day of Oath

in the year nineteen hundred and manuar Cl Chr. three before me, the subscriber a Notary Public of the State of Maryland in and for Allegany County, personally appeared Charles G. Orndoff and Catherine M. Orndoff, his wife.

And at the same time before me also personally appeared Arthur H. Amick, Secretary and Agent of the within named mortgages, and made outh in due form of law that the consideration ned in the aforegoing mortgage is true and bona fide as therein set forth.

as my hand and notarist seal the day and year aforesaid.



Miles J. anick

the found state best to one and

IMER 300 PAGE 547

FILED AND RECORDED OCTOBER 15" 1953 at 3:00 P.M.

# This Mortgage, Made this

October

in the year nineteen hundred and

fifty-three , by and between

Howard C. Hersh and Shirley S. Hersh, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgages,

Whereas, the said

Howard C. Hersh and Shirley S. Hersh, his wife.

stand indebted unto the said The Liberty Trust Company in the just and full sum of Twelve Hundred (\$1200.00) - - - - - Dollars. payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on December 31, 1953

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Howard C. Hersh and Shirley S. Hersh, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All those lots or parcels of land known and designated as Lots Nos. 13 and 14 of Section D of the Cellulose City Addition and more particularly described as follows:

BEGINNING for the same at the point of intersection of the division line between Lots Nos. 12 and 13 with the Southerly side of Sixth Avenue, and running thence with the Southerly side of Sixth Avenue, North 82 degrees 00 minutes East 200 feet to the Northeast corner of North 82 degrees 00 minutes East 200 feet to the Northeast corner of the intersection of Seventh Avenue and Broadway where a concrete monument now stands, and thence running with the West side of Broadway, South 8 degrees 00 minutes East 200 feet to the Northeast corner of the intersection of Seventh Avenue and Broadway and thence running with the North side of Seventh Avenue, South 82 degrees 00 minutes West 200 feet to the point of intersection of the division line of Lots Nos. 12 and 13 with Seventh Avenue, and thence with said division line, North 8 degrees 00 minutes West 200 feet to the place of beginning.

It being the eame property which was conveyed unto Howard C. Hersh by Bert A. Maeon, et ux, by deed dated the lst day of June, 1946, and recorded in Liber No. 209, folio 298, one of the Land Records of Allegany County.

TUGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgages, its secors and assigns, in fee eimple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Twelve Hundred (\$1200.00) - - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and chall perform all the covenants herein on his part to be performed, then this mortgage shall be void,

FT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgager shall, except by reason of death, cause to own, transfer or dispose of the within described property without the written consent of the mortgag

AND WHEREAS, this mortgage shall also secure as of the date hereof future sdvsnces made at the Mortgagee's option, prior to the full pay



# 100 MGE 548

of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liene levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes , its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneye owing under this mortgage, whether the same chall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgager does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgages, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Twelve Hundred (\$1200.00) Dollars Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgages, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgages, or the mortgages may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Howard C. Rerah (SE

Grungen Lunch

Shippy Steel (SEA

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this / day of October

in the year nineteen

hundred and fifty-three

before me, the subscriber, a Notary Public of the

State of Maryland in and for the county aforesaid, personally appeared

Howard C. Hersh and Shirley S. Hersh, his wife,

and each selmowledged, the feregoing mortgage to be

their act and

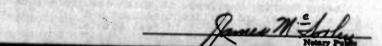
personally appeared Charles A. Piper,

eldent of The Liberty Treat Company, the relative passed participance and make seth is one p

## UM 300 ME 549

of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper.

did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.



FILED AND RECORDED OCTOBER 15"1953 at 12:30 P.M. MORTGAGE

THIS MORTGAGE made this 1st day of October 1983, by and between James R. Piper and Wellie F. Biper, his wife, each in their own right and as spouse of the other, of Allegany County. State of Maryland, parties of the first part, and Harry E. Hiett of Hampshire County, West Virginia, parky of the second part.

WITHENSETH: That whereas the said James R. Piper and Wellie F. Piper stand indebted unto the said Harry E. Hiett in the just sum of Two Thousand Wisht Hundred Twelve Dollars and Fifty Centa (\$2.812.50), which is to be repaid by them unto the said Harry E. Hiett in twenty-five (25) monthly installments of Dme Hundred Twelve Dollars and Fifty Cents (\$112.50) each, the first installment to become due and payable on the first day of such the trust installment to become due and payable on the first day of each and every succeeding month thereafter until the whole of each and ebtedness is fully paid, and in the event of default in the payment of any monthly installment, the entire indebtedness is to become immediately due and payable, which indebtedness is further evidenced by a negotiable promissory note: and

MHERRAS this mortgage shall also secure future advances as prescribed by Section 2 of Article 56 of the Annotated Code of Maryland, 1939 Edition as repealed and reenacted with smendents by Chapter 923 of the Laws of Maryland, 1945, or by any outure amendments thereto.

NOW, THEREFORE, THIS MORTGAGE WITNESSETM: That in consideration of the premises and promises herein contained and of the sum of One (\$1.00) Dollar, cash in hand paid, receipt of which is hereby acknowledged, and the further consideration of the above mentioned sum due from us, the said James R. Piper and Hellie F. Piper, his wife, each in their own right and as spouse of the other, do hereby give, grant, bargain, sell, convey alease and confirm unto the said Harry E. Hight, his heire and assigns in fee simple, all the following property, to wit:

FIRST: All those certain lots or parcels of land situate in Allerany County. State of Maryland, containing 54 1/2 cres, more or less on the Vilson Road. Warrior Mountain, the first 87 7/8 acres of land more or less called "Wookwa" which was conveyed unto Eschel Piper heirs by deed of Samuel Appold t al dated the 29th day of May, 1890 and recorded in Liber 60 calle 78 one of the Land Records of Allerany County, Maryland: lass 30 acres of land more or less near Oldtown, being part of the land called "Mosh and part of land called "Mosh and Piper by deed of the land and part of land called "Mosh and part of land called "Mosh and Piper by deed of the land the land the land called "Mosh and Piper by deed of the land the la

ecorded in Liber 94 folio 403, one of the Land Records of Alle-

Excepting 3 1/3 acres of the 30 acres from William H. Cole. Trustee. conveved to M. J. Piper and Ella Piper. his wife. by deed of Ezekiel Piper et ux dated the 26th day of June, 1922, and recorded in Liber 160 folio 667, one of the Land Records of Illegany County, Maryland. to which deed reference is here made for all proper and pertinent reasons and for a fuller and more complete description of said real estate.

Oldtown District. Allegamy County, Maryland, being a part of the tract called "Lime Kiln Hollow," which is particularly described a follows:

"Beginning at a white oak standing at or near the end
of the third line at or near the fence known as the Orchard fence.
Ind rurning with the lines thereof North 14 degrees West 30
perches, thence North 32 degrees West 33 perches, then North 54

degrees West 50 perches, then North 46 degrees East 29 perches,
then North 9 degrees East 31 perches, then North 26 degrees East
32 perches to a bounded Chestnut Oak Tree, then South 47 degrees
East 22 perches to a bounded White Oak tree, then South 6 degrees
East 41 perches, the South 36 degrees East 21 perches, then
South 27 degrees East 34 perches, then South 10 degrees East
22 perches, then South 24 degrees East 14 perches to two pines
marked with six notches each, then West 53 perches to the beginning Excepting, however, of the aforesaid parcel of land
called "Lime Kiln Hollow" a quantity of 12 3/4 acres of land which
was conveyed by Ruth Piper and M.J. Piper, her husband, to the
heirs of John Piper by deed dated January 7, 1878, and recorded
in Liber 52. Folio 645, one of the Land Records of Allegany County
Maryland, to which last mentioned deed reference is hereby made
for the metes, bounds, courses and distances of the said 12 3/4
acres of the land so reserved."

Being all the same real estate conveyed unto James Raymond Piper and Wellie Frances Piper by deed of John M. Robb, Milton Gerson and F. Brooks Whiting, dated 28 September, 1951, and recorded in Liber 235, Folio 463 of the Land Records of Allegany County, Maryland, to which deed reference is also made for all proper and pertinent reasons and for a fuller and more complete description of the real estate herein conveyed.

TO HAVE AND TO HOLD said real estate above described, together with the buildings and improvements thereon, rights, roads, ways, waters, easements and appurtenances thereunto belonging or in anywise appertaining.

Provided that if the said James R. Piper and Wellie F. Piper, their executors, administrators, or assigns, shall well and truly pay or cause to be paid the aforesaid principal sum of \$2,812.50 and each installment thereof in the sum of \$112.50 when and as each of them shall be respectively due and payable, the first installment in said sum being due and payable on the first day of November; 1963, and a like installment on the first day of each and every succeeding month thereafter, and in the event of default in any installment, the entire principal is to become immediately due and payable as hereinabove set forth, and shall perform each and all of the coverants herein contained, then this mortgage shall be void and duly released.

In the case of any default being made in the payment of the aforesaid mortgage debt in whole or in part at the time or times mentioned for the payment of the same as aforesaid, or in the case of any default being made in any covenant or condition of this mortgage, then the whole mortgage debt hereby intended to be accured shall be desmed due and payable and sale of said mortgaged property may be made by the Trustee or Trustees named in such decree as may be passed for the sale of said property or upon such default as aforesaid a sale may be made by the party of the second part, his executors, administrators, or assigns, as may be provided under any general or local law of the State of Maryland relating to mortgages. Upon any sale of said property under the powers hereby granted, the proceeds shall be applied as follows, to wit: First, to the payment of said property making sale of said property equal to the commission usualty making sale of said property equal to the commission usualty making sale of said property equal to the commission usualty making sale of said property equal to the commission usualty making sale of said property equal to the commission usualty making sale of said property equal to the commission usualty making sale of said property equal to the commission usualty sallowed Trustees for making sale of property by virtue of a decree of a court having equity jurisdiction in the State of Maryland; second, to the payment and extinguishment of the industriance of the same of the

UM 300 MG 551

whether the same shall have then matured or not; and, third, the balance, if any, to the said parties of the first part, their administrators or assigns.

It is agreed that until default is made in the premises, the said parties of the first part shall possess the aforesaid property upon paying in the meantime all taxes and assessments, public dues and charges levied or assessed or to be levied or assessed on safe hereby mortgaged property, which taxes, mortgaged debt, charges and assessments, the said parties of the first part covenant to pay, and the said parties of the first part further covenant to insure and keep insured pending the existence of this mortgage, the buildings and improvements on the hereby mortgaged property to the amount of at least Three Thousand Three Hundred (\$3,300.00) Dollars and to cause the policy to be effected thereon to be so framed or endorsed as in case of fire or loss from insurable hazards to inure to the benefit of the said Harry E. Hiett, his executors, administrators or assigns, to the extent of the \$2,812.50 lien or claim hereunder.

WITNESS our hands and seals this And day of October. 1953 drie R. Davis e R Reper (STAL) Paper nelli I fin (SFAL) Hours & Hier (SEAL)

STATE OF WHEN VINO STATE OF WHEN VINCINIA COUNTY OF MANDEETED, TO WIT:

I hereby certify that on this day of October.

1953, before me the subscriber, a Notary Public of the State of Westernia, in and for siad County of Historie, personally appeared James R. Piper and Nellie F. Piper, his wife, and acknowledged the foregoing mortgage to be their act and deed and at the case time siso personally appeared before as Harry E. Historie of law that he is the mortgage and made outh in due form of law that he is the mortgage and that the considered in each mortgage is true and bone fide as therein est forth.

WITNESS my hand and Notarial seal this Alday of

My commission expires Way 2, 1985

and for the county and state aforesaid, do hereby certify that dames R. Piper and Hellie P. Piper, his wife, mortgagors, and Blory E. Hiett, mortgagee, whose hames are signed to the fore-goldiand annexed writing, bearing date of the /5 day of Determs, 1963, have each this day acknowledged the same before making and county.

Given under by hand this ....

My commissions expires 3- 3-00

M. B. W. Charle

Ohte, W	tortgag	P, Made this.	37H day of	DCTOBER	
		fifty -three	Control of the Control of the Control of the	A STATE OF THE STA	A Control of
	THE PARTY HAVE BEEN ASSESSED.	Law and He	371 7 X 0145 30 31	CHANGE OF CHANGE AND A CO.	

of Allegany County, in the State of Maryland, partial of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgages.

WITNESSETH:

Six Thousand Savan Hundred 00/100 - - (\$6,700.00) - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 per cent. per annum, in the manner following:

By the payment of Forty-four 22/100 - - (\$\frac{\parallel{\paralle

Mow Therefore, in consideration of the premises, and of the sum of one dellar in hand paid, and in order to secure the prempt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagers do give, grant bargain and sell, convey, release and confirm unto the said mortgages, its successors or assigns, in fee simple, all the following described property, to-wit:

All those lots or parcels of ground known as Lots Nos. 61 and 62 and a part of Lot No. 63 as shown on the Plat of Edgewood Park Addition to Cumberland, Maryland, recorded in Plat Box No. 106 in the office of the Clerk of the Court for Allegany County, Maryland, and which said lots or parcels of ground are more particularly described as follows. to-wit:

BEGINNING for the same on the Westerly side of Piedmont Avenue at a point distant South 25 degrees 42 minutes West 240 feet from the intersection of the Westerly side of Piedmont Avenue with the Southerly side of Edgewood Drive, said point of beginning being also the end of the first line in the dead from the parties of the first part herein to Joseph F. Reissig and Emily N. Reissig, his wife, dated March 26, 1953, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 248, folio 569, and running then with the Westerly side of Piedmont Avenue North 25 degrees 42 minutes East 100 feet to the end of the first line in the deed from the parties of the first part herein to Marie A. Richmond, dated August 17, 1953, and recorded among the aforesaid Land Records in Liber No. 253, felio 35, thence with the second line of said Richmond deed North 64 degrees 18 minutes West 236 feet, more or

## UMR 300 MGE 553

less, to a point on the Westerly boundary line of Edgewood Park
Addition as shown on the aforesaid Plat; thence with the said Westerly
boundary line South 80 degrees 55 minutes West 10h feet, more or less,
to the end of the second line in the aforesaid deed from the parties of
the first part herein to Joseph F. Reissig and Emily M. Reissig, his
wife; thence with the second line of said Reissig deed reversed South
64 degrees 18 minutes East 203 feet, more or less, to the place of
beginning.

BEING the same property which was conveyed unto the parties of the first part by deed of William P. Roeder and Anna M. Roeder, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1946 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgages may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgages or wherein the Mortgages is the Beneficiary and which is held by the Mortgages as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, atructures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgages that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all issue and encumbrances, except for this mortgage herein, and do covenant that Linay will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to bold the above described land and premises unto the said mortgages, its successors and assigns, forever, provided that if the said mortgages successors and assigns, forever, provided that if the said mortgages successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein ontheirpart to be performed, then this mortgage shall be void.

Bind it is figreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hareby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgage, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorised and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heim or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expanses incident to such sale including taxes, and a commission of eight per cent, to the payment of all expanses incident to such sale including taxes, and a commission of eight per cent, to the payment of all expanses incident to such sale including taxes, and a commission of eight per cent, to the payment of all moneys owing under this mortgage, whather the same shall have then matured or next and as to

of at least Six Thousand Savan Bunared 00/100 (\$6,200.00) — Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the

End the said mortgagers, as additional security for the payment of the indebty secured, do hereby set over, transfer and assign to the mortgages, its successor is. all rents, issues and profits accruing or falling due from said premises after default rms of this mortgage, and the mortgages is hereby authorised, in the event of such due charge of said property and collect all rents and issues therefrom pending such processy be necessary to protect the mortgage under the terms and conditions herein set forti

In consideration of the premises the mortgagers, for themselves and their heirs, and personrepresentatives, do hereby covenant with the mortgagers as follows: (1) to deliver to the
ortgages on or before March 16th of each year tax recipts evidencing the payment of all lawnelly imposed taxes for the preceding calendar year; to deliver to the mortgages recipts evimeing the payment of all liens for public improvements within ninety days after the same shall
seems due and payable and to pay and discharge within ninety days after the same shall
seems due and payable and to pay and discharge within ninety days after due date all governsental levies that may be made on the mortgaged property, on this mortgage or note, or in any
ther way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no
asse, impairment or deterioration of said property or any part thereof, and upon the failure of the
ortgagers to keep the buildings on said property or any part thereof, and upon the failure of the
ortgagers to keep the buildings on said property in good condition of repair, the mortgages may
emand the immediate repair of said buildings or an increase in the amount of security, or the
mortgager, and at the option of the mortgages, immediately mature the entire principal and interest
preby-pectured, and the mortgages may, without notice, institute proceedings to foreclose this
ortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder
this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of
my security for the debt) to the appointment of a receiver to collect the rents and profits of said
remises and account therefor as the Court may direct; (4) that should the title to the herein mortsaid property be acquired by any person, persons, partnership or corporation—, other than the
ortgager's written consent, or should the same be encumbered by the mortgagers, their heirs
and personal representatives and assigns, without

Mitress, the hand and seal of said mortgagors.

State of Maruland.

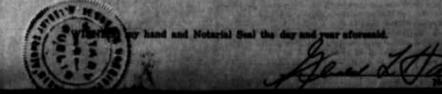
Allegung County, to-wit:

I hereby certify, That on this 10 TH. day of OCTOBER

in the year nineteen Hundred and Fifty -thras a Notary Public of the State of Maryland, in and for said County, personally appeared

Leo E. P. Law and Helen T. Law, his wife,

the said mortgagers herein and thay scknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgages and made oath in due form of law, that the consideration in said mortgage is true and bons fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgages.



MR 300 MG 555

FILED AND RECORDED OCTOBER 15" 1953 at12:25 P.M.

THE BILL	ortgage,	Made this /3	TW day of	DCTOB	The second second	in the
	Hundred and fit		_by and bet	ween	e de la Comp	Serger 1
- 40.6	Melvin Breh	m and Josep	hine M.	Brehm, his v	ife.	April 1
Service Carried	ALC: N			念思紹理意思	THE Proces	8,10
400	of Allegany	County, in the	State of Mar	yland, parties	f the first part	, here-
inafter called :	mortgagors, and	First Federal S	avings and L	on Association of America, of A	of Cumberland,	a body
land, party of	the second part,	hereinafter call	ed mortgage		magaily county,	,
The second district the second	Allocation of the second			The second section is a second		

Unbereas, the said mortgages has this day loaned to the said mortgagors, the sum of One Thousand Three Hundred 00/100 - - - (\$1300.00) - - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 6 per cent. per annum, in the manner following:

By the payment of Twanty-one 55/100 - - (\$21.55) - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the

All that lot or parcel of land in Cumberland, Allegany County, Maryland, fronting 50 3/4 feet on Cedar Street, and known as Lot No. 12 of the subdivision of Lot No. 28 of Mary Ann O'Neal's Estate, a description of which subdivision is recorded in Liber No. 87. folio 50 of the Land Records of Allegany County, said lot being more particularly described as follows, to-wit:

REGINTING for the same on the West side of Cedar Street, at the and of the first line of Lot No. 11 in said addition and running then with the West side of said Street North 28 degrees 30 minutes East 50.75 feet to its intersection with the South side of Scott Street; then with the South side of Scott Street and at right angles to West Street, North 71 degrees 20 minutes West 121.67 feet to its intersection with the east side of West Street; then with said West Street, Bouth 18 degrees 40 minutes West 50 feet to the end of the second line of said Lot No. 11; and with that line reversed, South 71 degrees 20 minutes East 113 feet to the place of beginning.

BEING the same property which was conveyed unto the parties of the first part by 4sed of Louis A. Kaboskey and Elizabeth Kaboskey,



## UNE 300 MGE 556

his wife, dated the 4th day of August, 1948 and recorded in Liber

No. 221, folio 582 one of the Land Records of Allegany County, Maryland.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500,00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1946 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgages may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgages or wherein the Mortgages is the Beneficiary and which is held by the Mortgages is additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgages that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that thay will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To bave and to bold the above described land and premises unto the said mortgages, its successors and assigns, forever, provided that if the said mortgages successors and assigns, forever, provided that if the said mortgages successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Bind it is Egreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgages, its successors or assigns, or George W. Legge, its duly constituted atturney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in Cumberiand, Maryland, which said sale shall be at public suction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgages, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heire or assigns, and in case of advertisement under the above power but to sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Hilbthe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgages or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least. One Thousand Three Hundred 00/100 - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endersed, as in case of fire, to inure to the benefit of the mortgages, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgages, or the mortgages may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

HnD the said mortgagors, as additional accurity for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgages, its successors and assigns, all rests, issues and profits accraing or falling due from said premises after default under the terms of this mortgage, and the mortgages is hereby authorised, in the event of such default to take charge of said property and collect all rests and issues therefrom pending such proteodings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premium the mortgagues, for themselves and their heirs, and personal representatives, do hereby sevenant with the mortgague as follows: (1) to deliver to the mortgague on or before March 18th of each year tax recipix evidencing the payment of all law-

## LUER 300 PAGE 557

fully imposed taxes for the preceding calendar year; to deliver to the mortgagee recipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no weate, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgager ato keep the buildings on said property in good condition of repair, the mortgage may demand the immediate repair of said buildings or an increase in the amount of security, or the middle demand of the mortgages for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgages, immediately mature the entire principal and interest hereby secured, and the mortgages may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation , other than the mortgager's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors .

Attest:

Melvin Brehm [SEAL]

Josephine M. Brehm [SEAL]

State of Maryland, Allegany County, to-wit:

I hereby certify, That on this ISTN day of October

in the year nineteen Hundred and Fifty -thran before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Melvin Brehm and Josephine M. Brehm, his wife,

the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

pvii vii simuland

and and Notarial Seal the day and year aforesaid.

gones III or ST Notary Public.

# **№ 300 на**558

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. 3

	FILED AND RECORDED OCTOBER 15" 1953 at 8:50 A.M.	91
	This Mortgage, Made this 14 day of October	
	in the year Nineteen Hundred and Fifty-three by and between	
B		
	RUSSELL R. CLITES and ZETTA MAE CLITES, his wife,	
	of Allegany County, in the State of Maryland,	È
	part_iesof the first part, and	75.00
		4
	IRVING MILLENSON	á
		S
	of Allegany County, in the State of Maryland.	
	partyof the second part, WITNESSETH:	-
1		
	Whereus, the parties of the first part are justly indebted unto the party of the second part in the full and just sum of Three Thousand Dollara (\$3000.00) this day loaned the parties of the first part by the party of the second part, together with interest thereon at the rate of six per cent (6%) per annum, which is to be repaid in monthly installments of Thirty Dollars (\$30.00) each, and in addition to said monthly payments on principal, interest shall also be payable monthly, which interest shall be calculated and credited semi-annually. The first of said monthly payments is due one month from the date hereof and shall continue monthly until the principal and interest are fully paid.	1000
1	It is understood and agreed that the parties of the first part have the right to pay, in addition to the aforementioned monthly payments, the principal sum then due hereunder or any part thereof, in an amount equal to one or more monthly payments.  AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.	
I	Now Unerfore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof.	
ı	together with the interest thereon, including any future advances, the said part ice of the first	
ı	part do give, grant, bargain and sell, convey, release and confirm unto the said part Y	38
1	of the second part his helrs and assigns, the following property, to-wit:	
ł	ALL that lot or parcel of land lying North of the Baltimore Pike,	255
I	west of Gilpintown, in Election District No. 3 of Allegany County, Maryland, which said lands are more particularly described as follows, to wit:	
	BEGINNING at an iron stake driven by a post standing on the berm of the Baltimore Pike and distant 8, 8 feet from post at southeast corner of the James Grant Bible lot; thence with the lines of said lot as defined by a fence, by magnetic meridian as of Msy, 1948, and horizontal measurements: (1)  North 19 degrees 34 minutes East 210, 2 feet to an iron stake by a post; (2)  North 27 degrees 08 minutes East 422, 8 feet to an iron stake by a pine tree, a corner to lot recently conveyed to Paul Forsythe; thence with said lot, (3)	
1	North 34 degrees 39 minutes East 284. I feet to an iron stake, at the north- east corner of said lot; thence through the original lot, (4) South 63 degrees 08 minutes East 100 feet with a wire fonce to an iron stake; thence leaving the fence, (5) South 28 degrees 58 minutes West 912, 5 feet to an iron pin on the berm of the Baltimore Pike; thence with the northern limit of said Pike as defined by the berm; (6) North 60 degrees 12 minutes West 100 feet to the beginning, containing 2, 56 acres, more or less.	
	IT hotag the same property which was conveyed by Richard A.  Norris, et ux, to Russell R. Cliton and wife, by deel dated June 4, 1948, and recorded in Deeds Liber 121, folio 412, among the Land Records of Allegany County, Maryland.	
1	Cogether with the buildings and improvements thereon, and the rights, reads, ways.	
	waters, privileges and approximates the made belonging or his superfer approximate.	

## 100 PAGE 55!

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tors or assigns, do and shall pay to the said part Y of the second part his heirs, executors, administrator or assigns, the aforesaid sum of	en the enants  of the taxes, terest able.  terest ion of scome
executor , administrator or assigns, the aforesaid sum of	enants  of the taxes, sterest able. tterest ion of secome , , , , or
together with the interest thereon, and any future advances made as aforesaid, as and whe same shall become due and payable, and in the meantime do and shall perform all the cover herein on their part to be performed, then this mortgage shall be vold.  And it is Agreed that until default be made in the premises, the said part is first part may hold and possess the aforesaid property, upon paying in the meantime, all assessments and public liens levied on said property, all which taxes, mortgage debt and in thereon, the said part is of the first part hereby covenant to pay when legally demands.  But in case of default being made in payment of the mortgage debt aforesaid, or of the inthereon, or any future advances, in whole or in part, or in any agreement, covenant or condition this mortgage, then the entire mortgage debt intended to be hereby secured shall at once be due and payable, and these presents are hereby declared to be made in trust, and the said part yof the second part.  his heirs, executors, administrators and assign COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorne agents are hereby authorized and empowered, at any time thereafter, to sell the property he mortgaged or so much thereof as may be necessary, and to grant and convey the same to	enants  of the taxes, sterest able. tterest ion of secome , , , , or
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manner following to-wit:  By giving at least twenty days' notice of the time, place, may and terms of asie in some newspaper published in Cumberland, Maryland, which said sale she at public auction for cash, and the proceeds arising from such sale to apply first to the payment all expenses incident to such sale, including all taxes levied, and a commission of eight per cent the party selling or making said sale; secondly, to the payment of all moneys owing under this magage, whether the same shall have been then matured or not; and as to the balance, to pay it to the said part in a first part their heirs, or assigns, and in case advertisement under the above power but no sale, one-half of the above commission shall be aliced and paid by the mortgagor their representatives, heirs or assigns.  And the said parties of the first part further covenant to insure forthwith, pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgages or his assigns, the improvements on the hereby mortgaged land to the amount of at least Three Thousand and 00/100 Doi and to the policy or policies issued therefor to be so framed or endorsed, as in case of the first leases to insure to the hereby as in case of the policy or policies issued therefor to be so framed or endorsed, as in case of the first leases to insure to the hereby mortgaged in the lease to insure to the hereby and the process to insure to the hereby mortgaged in the lease to insure to the hereby of the first part further covers.	ereby o the de in anner all be nt of nt. to mort- over use of owed  and anies nd to llars, f firs rs or
Witness, the hands and seals of said mortgagor s,	
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## INCR 300 MG 560

瞯	State of Maryland,		
	Allegany County, to-wit:		
	I hereing certify, That on this 14 day of October, in the year nineteen hundred and Fifty-three , before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Ruecell R. Clitec and Zetta Mac Clits, his wife,		
	and they acknowledged the aforegoing mortgage to be their respective		
	act and deed; and at the same time before me also personally appeared.		
- 1	Irving Milleneon		
- 1	the within named mortgages and made oath in due form of law, that the consideration in said		
1	mortgage is true and bona fide as therein set forth.		
	When 188 my hand and Notarial Scal the day and year aforesaid.		
	Notary Public		

October in the year abstract hundred and fifty-three , by and between

FILED AND RECORDED OCTOBER 16" 1953 at 3:45 P.M.

Eleie E. Haan and Daniel Haan, her hugband, of Allegany County, Maryland, of the first part, hereinafter sensitives called mortgager, which expression shall include the plural as well as the singular, and the feminise as well as the mascaling as the context may require, and The Etherty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, thereford, of the second part, hereinafter sometimes called mortgages.

Witnesseth:

Whereas, the sai

Elsie E. Hean and Daniel Hean, her husband,

stand indebted unto the said The Liberty Trust Company in the just and full sum of Three Thousand (\$3,000.00) - - - - - - - - - - - - - Dellars, payable to the said The Liberty Trust Company, one year after date with interest from date at the rate of the said The Liberty Trust Company in the just and full sum of Three Three Company in the just and full sum of Three Thre

### UNER 300 PAGE 561.

at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rats quarterly interest hereunder to be payable on December 31, 1953

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Elsie E. Hean and Daniel Hean, her husband,

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All those pieces or parcels of ground known as Lots Numbers One Hundred Twenty-Five (125) and One Hundred Twenty-Six (126), Section A, locsted and situated in the development known as the Triple Lakes Development Company, which development is located on the McMullen Highway about one mile West of the Village of Cresaptown, Allegany County, Maryland; a plat of said development being recorded among the Land Records of Allegany County, Maryland in Plat Box 107; particular reference to which said plat is hereby made for a more particular description thereof.

ALSO: All of those lots or parcels of ground situated near the Village of Pinto in Allegany County, State of Maryland, which are known and designated as Lots Numbers 127 and 128 on the Plat of Section A, Triple Lakes Town Site which said Map is filed among the Land Records of Allegany County in Plat Box 107. Special reference is hereby made to the aforesaid Plat for a full and complete description of said Lots Numbers 127 and 128 which are the lots hereby conveyed.

ALSO: All those lots or parcels of ground situated near the Village of Pinto in Allegany County, State of Maryland, being known and designated as Lots Nos. 123 and 124 as shown on the Plat known as Section A, Triple Lakes Town Site which Plat is filed among the Land Records of Allegany County in Plat Box 107, to which said Plat, special reference is made for a full and detailed description of the aforesaid lots. The aforesaid lots herein conveyed each front 26

feet on the Westerly side of Pirst Avenue as shown on said Plat.

It being the same property which was conveyed unto the said Mortgagors by George R. Hughes, Trustee, by deed dated the day of October, 1953, and to be filed for record among the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgages, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgages, its successors or assigns, the aforesaid sum of Three Thousand (\$3,000.00) - - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written concent of the mortgages.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvments to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January assion in the year 1945 or any Amendments thereto.

AND FIRE FIRETHER AGREED that most default to make and make the second seco

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public lies levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgage hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in enid mortgage the rests and profits of said property are hereby assigned to the mortgage and additional accurity, and the mercanes also concents to the immediate appointment

# INER 300 NG 562

-31

But in case of default being made in payment of the mortgage debt aforesaid, or of the intere thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its sors and assigns, or George R. Hughes , its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgages, and a commission of eight per cent, to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount

Three Thous and (\$3,000,00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgages, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgages, or the mortgages may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto. WITNESS, the hand and seal of said mortgagor.

Elsie & Haen (SEAL) ATTEST:

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 15th day of in the year nineteen October

before me, the subscriber, a Notary Public of the fifty-three

State of Maryland in and for the county aforesaid, personally appeared

Elsie E. Haan and Daniel Haan, her husband and each acknowledged, the foregoing mortgage to be their act deed; and at the same time, before me, also personally appeared Charles A. Piper, sident of The Liberty Trust Company, the within named mortgages and made oath in due form sw, that the consideration in said mortgage is true and bona fide as therein set forth; and the of law, that the consid said Charles A. Piper

did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

A. Therese whereof I have herote set my hand and affixed my notarial seal the day and year

Geo asisters

Ī	FILED AND RECORDED OCTOBER 16" 1953 at 1:00 P.M.	Real Park
	This Murigage, Made this 15th day of October	
	in the year Ninoteen Hundred and Fifty-three by and between well	-
	CHARLES WAINGOLD and ANNA WAINGOLD, his wife	5,
	of Allegany County, in the State of Maryland	
	parties of the first part, and	T
	PAUL N. HARRIS	1
		DATES TAX
	of Allegany County, in the State of Maryland	2
	partyof the second part, WITNESSETH:	
_	Wabereas. The said parties of the first part stand indebted unto the said	
	party of the second part in the just and full sum of Three Thousand Dollars,	
	(83000.00), as evidenced by their joint and several promissory note of even date	
4	herewith for said sum of money, payable to the order of Paul N. Harris one year	
	after date with interest from date at the rate of six percentum (6%) per annum,	
	puyable semi-annually.	1.3
	PAOW Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity there-	
	of, together with the interest thereon, the said parties of the first part,	181
		10.3
	do give, grant, bargain and sell, convey, release and confirm unto the said party	2 0
	of the second part, his	- 1
Ŋ	heirs and assigns, the following property, to-wit:	18
	All those lots or parcels of ground situated on the Westerly side of North Machanic Street in the City of Cumberland, Allogany County, Maryland, particularly described as follows, to-wit:	10
	First: BEGINNING for the same on the Westerly side of North Mechanic Street at the end of 160.2 feet measured in a Northerly direction along the Westerly side of North Mechanic Street from its intersection with the Northerly side of Bedford Street as now marked by the edge of the stone foundation coping of the brick building at the Northwesterly corner of said North Mechanic and Bedford Streets and running thence with the Mesterly side of North Mechanic Street, North 20 degrees 26 minutes West hit.9 feet, then at right angles to said Street, South 69 degrees 31 minutes west 115 feet to the middle of Wills Creek, then down and with the center thereof, South 20 degrees 26 minutes test 16.07 feet to intersect a line drawn South 66 degrees 59 minutes west from the beginning, then reversing said intersecting	
	line, North 68 degrees 59 minutes East 115 feet to the place of beginning. It being the same property which was conveyed to Charles Waingold and Anna Waingold, his wife by deed dated December 30th, 19k6, and recorded among the Land Records of Allegany County in Liber No. 213 folio h8, reference to which said deed is hereby made.	
	Second: BEDINNIND at an iron bar planted on the westerly side of North Mechanic Street at the beginning of the whole lot conveyed to Howard Buchanan by Louis Neubiser and wife by deed dated Jamuary 5, 1911, and recorded in Liber No. 107, folio 250, of the Land Records of Allegany County, and running thence with the westerly side of North Mechanic Street, North twenty (20) degrees and twenty-eight (26) minutes west thirty (30) feet; then in a southwesterly direction sixty-six (66) feet to a point distant North twenty (20) degrees and twenty-eight (26) minutes west twenty-seven (27) feet from the fifth line of the whole lot as conveyed to the said Buchanan by the said Neubiser and wife, by the deed aforesaid; then continuing the second line hereof in the same direction, forty-mine (16) feet or until it intersects the feurth line of said whole lot, and with part of said fourth line, South twenty (20) degrees and twenty-eight (28) minutes; East about twenty-four and one-half (2b-1/2) feet to the end thereof; then with the fifth line of said whole lot, Merth sixty-mine (69) degrees and thirty-two (32) minutes East one hundred	

# unen 300 mae 564

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It being the same property conveyed unto tharles Waingold and Anna Waingold his wife, by Paul N. Harris by deed dated the 25th day of August, 1950, and recorded in Liber No. 230, folio 457, one of the Land Records of Allegany County.
Cogether with the buildings and improvements thereon, and the rights, reads, ways,
waters, privileges and appurtenances thereunto belonging or in anywise appertaining.
Drovided, that if the said parties of the first part, their
heirs, executors, administrators or assigns, do and shall pay to the said
party of the secondpart, his
executor , administrator or assigns, the aforesaid sum of
Three Thousand Dollars (\$3000.00)
together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be
performed, then this mortgage shall be void.  End it is Egreed that until default be made in the premises, the said.
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party of the second part, his
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heirs, executors, administrators and assigns, or Morris Baron his, her or their duly constituted attorney or agent, are hereby authorised and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs ar assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cum- berland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then
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heirs, executors, administrators and assigns, or Morris Baron his, her or their duly constituted attorney or agent, are hereby authorised and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cum- berland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said.  parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgage satheir representatives, heirs or assigns.
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heirs, executors, administrators and assigns, or Horris Baron his, her or their duly constituted attorney or agent, are hereby authorised and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some nowspaper published in Cum- berland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said  parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission whalf he allowed and paid by the mortgages 8 their representatives, heirs or assigns.  Further covenant to Insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the martgages or his
heirs, executors, administrators and assigns, or Horris Baron his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much theref as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in Cum- berland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expeases incident to such sale, including all taxes levied, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said  parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgages at their representatives, heirs or assigns.  The Bud the said parties of the first part  further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance companys or companies acceptable to the mortgages or his assigns, the improvements on the hereby mortgaged land to the amount of at least
heirs, executors, administrators and assigns, or
heirs, executors, administrators and assigns, or Horris Baron his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at my time thereafter, to sell the property hereby mortgaged or so much theref as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their beins or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cum- bertand, Maryiand, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said  parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgager satheir representatives, heirs or assigns.  The the said parties of the first part  further covement to Insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mertgage or his assigns, the improvements on the hereby mortgaged land to the amount of at least Three Thousend Delicies issued therefor to be so framed or endersed, as in case of fires,
heirs, executors, administrators and assigns, or

## UBER 300 BAGE 565

MP.	and collect the premiums thereon with interest as part of the mortgage debt.	1
	Witness, the hand and seal of said mortgagers.	1
	Attest:	П
**		Г
	Manin J. Kaplan. Charles waingold [SEAL]  Manin J. Kaplan. SEAL]  Anna waingold (SEAL)	
	State of Maryland.	ì
	Allegany County, to-wit:	П
	3 hereby certify, That on this 15th day of October	
	in the year Nineteen Hundred and Fifty-three , before me, the subscriber,	
	a Notary Public of the State of Maryland, in and for said County, personally appeared	
	Charles Waingold and Anna Waingold his wife	
	and each acknowledged the aforegoing mortgage to be their	
10.0	act and deed; and at the same time before me also personally appeared	
	Payl N. Harris	
	the within named mortgages and made oath in due form of law, that the consideration in said	
	mortange is true and bona fide as therein set forth.	
12	ONT TO BE THE PERSON OF THE PE	18
15	WITHES my hand and Notarial Seal the day and year aforesaid.	
	Marin J. Kaslows.	V S

PILED AND RECORDED OCTOBER 16" 1953 at 10:20 A.M.

Thirmen G. Kitsmiller and Betella P. Kitsmiller, husband and wife-----

of Barton, Allegany annuana County, in the State of Mary Interson

part ies of the first part, and The First Hational Bank of Barton, Maryland a corporation organized under the national banking laws of The United States of America.

of Barton, Allegany ---- County, in the State of Maryland. party of the second part, WITNESSETH:

Wibercas, The parties of the first part are indebted unto the partise of the second part in the full and just sum of one thousan dollars ( \$ 1000.00) for monsy lent, and being part of the purchas price of the hereby mortgaged property, which loan is swidenesd by the promissory note of the said parties of the first part, of even date herewith, payable on demand with interest in said sum of one thousand dollare to the order of the said party of the second part at The First National Bank of Barton, Maryland. And Whereas, it was egreed between the partise hereto that this mortgage should he executed.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part ----

do ---- give, grant, bargain and sell, convey, release and confirm unto the said party of the second part. Its successors

and assigns, the following property, to-wit: That certain let of ground in Barton, Allegany County, State of Maryland, part of a tract called " Shaweborough "lying on the South eide of Bartlett's Run, and being the same let of ground that was conveyed unto Thurman G. Kitzmiller and Estella P. Kitzmiller, hie wife, by deed from Bettty A. Fox Gowane and husband, dated the 12th of October, 1953, which deed is to be recorded among the land recorde of Allegany County, Maryland at the same time as this purchase money mortgage and to which deed so recorded a reference is hereby made for a more definite and particular description of the property hereby morteaged-

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appuirtenances thereunto belonging or in anywise appertaining.

Drovided, that if the said parties of the first part, their heire or administrators or assigns, do and shall pay to the said party of the second part, its successors erecome

essession deposites assigns, the aforesaid sum of One thousand dellarge---together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their perform part to be performed, then this mortgage shall be void.

Mnd it is ngreed that until default be made in the premises, the said parties of the first part, their heire or assigns

and possess the aforemid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, tgage debt and interest thereon, the said Darbies of the first marte10 PAGE 567

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said DEFTY of the second

his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which saie shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspap beriand, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such saie to apply first to the payment of all expenses incident to such sale, including all taxes ievied, and a commission of eight per cent. to the party seiling or making said saie; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said Dertiesof the first part

their ----heir or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shail be allowed and paid by the mortgagors, their representatives, heirs or assigns.

End the said parties of the first partners -----further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgages or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least

One thousand----- Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee , its successors, heirs or assigns, to the extent of 1ts or ---- their iien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee , or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.,

Mitness, the hand and seal of said mortgagor s

Attest:	
Lemeth & malella	x Thursen & Put miller [SEAL]
Henneth & massel	**************************************
	Estella P. Kitamiller [SEAL]
	Estella P. Kitzmiller

State of Maruland.

Allegany County, to-wit:

I hereby certify, That on this twelfth day of October-----

in the year nineteen Hundred and Fifty three researces, before me, the subscriber,

a Notary Public of the State of Maryland, in and for said County, personally appeared Thurman G. Kitzmiller and Estella P. Kitzmiller, his wife, and did acknowledged the aforegoing mortgage to be their voluntary

act and deed; and at the same time before me also personally appeared E. R. Malceln

Vice-President of The First National Benk of Barton, Md.

the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set for forth. and that he is duly outher;

to make this affidevit.

WITNESS my hand and Notarial Seal the day and year afor

# FILED AND RECORDED OUTOBER 16" 1953 at 2:00 P.M.

This instrument has been executed in // counterparts, of which this is No. 3

THE POTOMAC EDISON CONPANY

20

CHEMICAL BANK & TRUST COMPANY

TILED FOR RECORD

19 5-3

12 D O'Clean

and same day Recorded in Liber

No. Folio

one of the
Land Records of Allegany County,
Military, and constant by

Cherk

DATED AS OF SEPTEMBER 29, 1953

## 100 MG 569

of September, One thousand nine hundred and fifty-three, made by and between THE POTONAC EDISON COMPANY, a corporation organized and existing under the laws of the State of Maryland (hereinafter called the "Company"), party of the first part, and CHEMICAL BANK & TRUST COMPANY, a corporation organized and existing under the laws of the State of New York (hereinafter called the "Trustee"), as Trustee under the Indenture dated as of October 1, 1944, hereinafter mentioned, party of the second part;

WHEREAS, the Company has heretofore executed and delivered to the Trustee its Indenture, dated as of October 1, 1944 (hereinafter called the "Original Indenture"), conveying, assigning and pledging to the Trustee all of the property, franchises and income of the Company therein described, whether then owned or thereafter acquired, upon the terms and trusts therein set forth, for the purpose of securing the payment of the principal of and interest (and premium, if any) on all bonds at any time issued and outstanding thereunder; and

WHEREAS, the Company, in accordance with the provisions of the Original Indenture, has heretofore executed and delivered to the Trustee its First Supplemental Indenture, dated as of October 1, 1944, providing for the issuance of a series of Bonds under the Original Indenture, in the aggregate principal amount of \$16,981,000, designated as "First Mortgage and Collateral Trust Bonds, 3% Series Due 1974", ite Eighth Supplemental Indenture, dated as of January 1, 1948, providing for the issuance of a series of Bonds under the Original Indenture, in the aggregate principal amount of \$4,000,000, designated as "First Mortgage and Collateral Trust Bonds, 3-1/8% Series Due 1978", its Eleventh Supplemental Indenture, dated as of December 1, 1948, providing for the issuance of a series of Bonds under the Original Indenture, in the aggregate principal amount of \$5,500,000, designated as "First Mortgage and Collateral Trust Bonds, 3-1/4% Series Due 1977", and its Fifteenth Supplemental Indenture, dated as of April 1, 1951, providing for the lesuance of a series of Bonds under the Original Indenture, in the aggregate principal amount of \$10,000,000, designated as "Firet Mortgage and Collateral Trust Bonds, 3-3/8% Series Due 1981"; and

WHEREAS, the Company covenants in Section 11 of Article IV of the Original Indenture that it will execute and deliver such further instrumente and do such further acts as may be necessary or proper to carry out more effectually the purposes of the Original Indenture, especially to make subject to the lien thereof any property agreed to be subjected thereto, or intended so to be; and

WHEREAS, to comply with the covenant aforesaid, the Company
has heretofore executed and delivered to the Trustee its Second to
Seventh, Ninth and Tenth, Twelfth to Fourteenth and Sixteenth to
Nineteenth Supplemental Indentures, all inclusive; and

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WHEREAS, in addition to the property described in the Original Indenture and the Second to Seventh, Ninth and Tenth, Twelfth to Fourteenth and Sixteenth to Nineteenth Supplemental Indentures, all inclusive, the Company has acquired certain property hereinafter described, all of which upon the acquisition thereof by the Company became subject to the provisions and trusts of the Original Indenture and which the Company now desires specifically to convey to the Trustee pursuant to Section 11 of Article IV of the Original Indenture;

NOW, THEREFORE, THIS INDENTURE WITNESSETH

That The Potomac Edison Company, in consideration of the premises and of One Dollar (\$1.00) to it duly paid by the Trustee at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, warranted, aliened, remised, released, conveyed, assigned, transferred, pledged, set over and confirmed, and by these presents does grant, bargain, sell, warrant, alien, remise, release, convey, assign, transfer, pledge, set over and confirm unto the Trustee, and its successors and assigns forever, all and singular the following described property - that is to say:

I

(1) Thurmont - Catoctin Substation Lot

Parcel of land conveyed to The Potomac Edison Company by Olive K. Stambaugh and Milton C. Stambaugh, her husband, by deed dated November 8, 1952, and recorded in Liber No. 510, folio 22, one of the Land Records of Frederick County, Maryland.

(2) Hagerstown - Lot Opposite Fairchild Plant #2

Parcel of land conveyed to The Potomac Edison Company by Walter F. Moyer and A. Virginia Moyer, his wife, by deed dated Pebruary 27, 1953, and recorded in Liber No. 274, folio 106, one of the Land Records of Washington County, Maryland.

(3) Frederick - Railway Land

Parcel of land conveyed to The Potomac Edison Company by The Frederick Brick Works of Frederick County, by deed dated May h, 1953, and recorded in Liber No. 516, folio 403, one of the Land Records of Frederick County Maryland.

(4) Plintstone - Substation Lot

Percel of land conveyed to The Potomac Edison Company by Blains C. Robinette and Winifred Grace Robinette, his wife, by deed dated June 4, 1953, and recorded in Liber No. 250, folio 495, one of the Land Records of Allegamy County, Maryland, and to which there is a confirmatory deed dated August 6, 1953, recorded in Liber No. 252, folio 360, one of the Land Records of Allegamy County, Maryland. LIBER 300 BAGE 571

(5) Troutville - Substation Lot

Parcel of land conveyed to The Potomac Edison Company by George E. Mullinix and Leah E. Mullinix, his wife, by deed dated June 11, 1953, and recorded in Liber No. 518, folio 1h6, one of the Land Records of Frederick County, Maryland.

II

All other property, real, personal and mixed, acquired by the Company subsequent to the execution and delivery of the Original Indenture and now owned by the Company (except property of the character excepted from the lien and operation of the Original Indenture or any indenture supplemental thereto).

TO HAVE AND TO HOLD all said property, franchises and income, conveyed, assigned and pledged by the Company as aforesaid, or intended so to be, unto the Trustee and its successors and assigns forever.

IN TRUST, NEVERTHELESS, upon the terms and trusts set forth in the Original Indenture, for the equal and proportionate benefit and security of all present and future holders of the Bonds and coupons issued and to be issued under the Original Indenture, or any of them, without preference of any of said Bonds and coupons of any particular series over the Bonds and coupons of any other series, by reason of priority in time of the issue, sale or negotiation thereof, or by reason of the purpose of issue or otherwise howsoever, except as otherwise provided in Section 2 of Article IV of the Original Indenture.

The Trustee hereby accepts the additional property hereby conveyed upon the terms and trusts set forth in the Original Indenture.

This Supplemental Indenture may be simultaneously executed in any number of counterparts and all said counterparts so executed and delivered shall constitute one and the same instrument.

IN WITNESS WHEREOF, said The Potomac Edison Company has caused this Supplemental Indenture to be executed on its behalf by its President or one of its Vice-Presidents and its corporate seal to be hereto affixed and said seal and this Supplemental Indenture to be attested by its Secretary or one of its Assistant Secretaries, and said Chemical Bank & Trust Company, as Trustee as aforesaid, in evidence of its acceptance of the trust hereby created, has caused this Supplemental Indenture to be executed on its behalf by one of its Vice-Presidents and its corporate seal to be hereto affixed and said seal and this Supplemental Indenture to be attested by its Secretary or one of its Assistant Secretaries, all as of the 29th day of Secretary or one of its Assistant Secretaries, all as of the 29th

A COTON

. . . . .

(Paul S. Michael) Secretary

Signed, sealed and delivered by THE POTCMAC EDISON COMPANY in the presence of:

(A. Robert Moss)

(L. Clinton Rhoades)

As Witnesses

CHEMICAL BANK & TRUST COMPANY, as Trustee of aforesaid

THE POTOMAC EDISON COMPANY

(R. Paul Smith) President

BY (CO) VII

By Williams.

WILLIAM D. CARR Vice-President

E. J. HORN Assistant Secretary

Signed, sealed and delivered by CHENICAL BANK & TRUST COMPANY in the presence of:

R Stintard R. O. PINTARD

L. Cerew LOAREN

As Witnesses

UBER 300 PAGE 573

STATE OF MARYLAND COUNTY OF FREDERICK

I HERESY CERTIFY, that on this 29th day of September in the year 1953, before me, the subscriber, a notary public of the State of Maryland, in and for the County of Frederick, personally appeared R. PAUL SMITH, President of The Potomac Edison Company, and acknowledged the foregoing instrument to be the act and deed of The Potomac Edison Company.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal the day and year last above written.

> (M. Eugene Sanders) Notary Public

My Commission Expires May 2, 1955

STATE OF NEW YORK )
COUNTY OF NEW YORK )

I HEREST CERTIFY, that on this & A day of October in the year 1953, before me, the subscriber, a notary public of the State of New York, in and for the County of New York, personally appeared WILLIAM D. CAHH a Vice-President of Chemical Bank & Trust Company, and acknowledged the foregoing instrument to be the act and deed of said Chemical Bank & Trust Company, as Trustee, as therein set forth, and at the same time made oath in due form of law that the consideration in the foregoing instrument is true and bona fide as therein set forth and also that he is a Vice-President and agent of Chemical Bank & Trust Company and duly authorized to make this affidavit.

IN WITHESS WHEREOF, I have hereunto set my hand and notarial seal the day and year last above written.

Notary Public

DAMES M. DOYLE
Subay Public, State of San York
No. 31-101-575
Qualitud in Say York County
Cont. Hild with St. Y. Co. Che. and Say's C

(NOTARIAL SEAL)



100 AGE 575

FILED AND RECORDED OCTOBER 19" 1953 at 12: 10 P.M.

This	Mortgage,	Made this 16 14 day of OCTOBER	in th
		y-three by and between	
	Charles R. K	syser and Laverme M. Keyser, his	wife

of Aliegany County, in the State of Maryland, part 1650f the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Aliegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Three Thousand Two Bundred Thirty 00/100 - - (\$3,230.00) Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 per cent. per annum, in the manner following:

By the payment of Twenty-nine 88/100 --- (\$29.88) --- Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgages in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagoe, its successors or assigns, in fee simple, all the following described property, to-wit:

All those lots or parcels of ground situated in the City of Cumberland, in Allegany County, Maryland, which are known and designated as Lote Numbers 48 and 49 as shown on the plat of Dilfer Ferms Addition to the City of Cumberland, which plat is filed among the Land Records of Allegany County, Maryland, in plat case box 16, to which said plat special reference is hereby mede. The said Lots Numbers 48 and 49 being particularly described as a whole as follows, to-wit:

et a point distant North 54 degrees 13 minutes West 120 feet from the intersection of the northerly side of Trost Avenue with the westerly side of Holland Street, and running then with Trost Avenue, North 54 degrees 13 minutes West 80 feet; then North 35 degrees 47 minutes

East 100 feet; then South 54 degrees 13 minutes East 80 feet; then

South 35 degrees 47 minutes West 100 feet to the place of beginning.

BEING the same property which was conveyed unto the parties of the first part by deed of George W. Legge, Trustee, dated the 1st day of April, 1942, which is recorded among the Land Records of Allegany County, Maryland in Liber No. 193, folio 125.





# UNER 300 MGE 576

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1946 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that Lhay will execute such further assurances as may be requisite.

Cogether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

End it is Egreed that until default be made in the premises, the said mortgagore may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgages, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Birothe said mortgagors, further cevenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Thrae Thousand Two Handred Thirty 00/100 - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgage may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Hnd the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgages, its successors and assigns all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgages is hereby authorized, in the event of such default to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax recipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgague recipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or sate or in any other, way from the indebtedness secured by this mortgage; (2) to permit commit or suffer no

UBER 300 PAGE 577

waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgages to keep the buildings on said property in good condition of repair, the mortgages may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgages—to comply with said demand of the mortgages for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgages, immediately mature the entire principal and interest hereby secured, and the mortgages may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation—, other than the mortgagers written consent, or should the same be encumbered by the mortgagers, their heirs and personal representatives and assigns, without the mortgageds written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty consecutive days.

Withtess, the handrand searof said mortgagors.

Attest:

William Harman

Charles R. Keyses

[SEAL]

La Verre N. Keyses

[SEAL]

State of Maryland, Allegany County, to-wit:

3 hereby certify, That on this 16 th day of OCTERER

Charles R. Keyser and LaVern M. Keyser, his wife,

the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgages and made oath in due form of law, that the consideration in said mortgage is true and bons fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgages.

TARP TARP TO ST. TO ST.

my hand and Notarial Seal the day and rear aforesa

Notary Public

FILED AND RECORDED OCTOBER 19" 1953 at 12:15 P.M.

# This Mortgage, Made this 16 th day of OCTOBER in t

year Nineteen Hundred and fifty -three by and between

Paul H. Ritter and Mary A. Ritter, bie wife,

of Allegany County, in the State of Maryland, partlagof the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Market !

One Thousand Fifty 00/100 - - (\$1050.00) - - - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 per cent. per annum, in the manner following:

By the payment of <u>Ninetsen 82/100 - - (\$19.82) - - - - Dollars</u> on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgages in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Row Cherefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagers do give, grant bargain and sell, convey, release and confirm unto the said mortgages, its successors or assigns, in fee simple, all the following described property, to-wit:

and 31 of Dilfer Ferms Addition to Cumberland, Maryland, as shown on the map of said Addition recorded in Map Case Box No. 166, in the Office of the Clerk of the Circuit Court for Allegany County, Maryland, and more particularly described as follows, to-wit:

BEGINNING at a point 160 feet from the Northeast intersection of Holland Street and Noeth Avenue, and running with the North side of Roeth Avenue North 5h degrees 13 minutes West 80 feet, then North 35 degrees 47 minutes East 110 feet, then South 5h degrees 13 minutes East 80 feet, then at right angles, South 35 degrees 47 minutes West 110 feet to the beginning, which is the Northwest corner of Lot No. 29 heretofore conveyed to Paul H. Ritter and Mary A. Ritter, his wife.

BEING the same property which was conveyed unto the parties of the first part by deed of Charles A. Roeder and Anna Johannah Roeder, his wife, dated the 24th day of October, 1945 and recorded in Liber No. 208, folio 473 among the Land Records of Allegany County, Maryland. 1 10m 300 ME 579

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Meitgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that "Lhey will execute such further assurances as may be requisite.

Cogctber with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

End it is Egreed that until default be made in the premises, the said mortgagor a may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigna, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which saie shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Enothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least. One Thousans Fifty 00/100 -- (\$1050.00) -- - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgages, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgages, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

End the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgages, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgages is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgages as follows: (1) to deliver to the mortgages on or before March 15th of each year tax recipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgages recipts evidencing the payment of all lieus for public improvements within ninety days after the same shall become due and payable and to pay and discharps within ninety days after due date all governmental levies that may be made as the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said reconstitutions.

mortgagors to keep the buildings on said property in good condition or repair, the mortgagor may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagoe for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgagor sand account therefor as the Court may direct; (4) that should the title to the herein mortgagor property be acquired by any person, persons, partnership or corporation , other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagors written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagers's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty days or after default in the performance of any of the aforegoing covenants or conditions

Witness, the hand and seal of said mortgagors .

William Harman

Paul R. Ritter 10

[SEAL]

Mary M. Ritter [SEAL]

State of Maryland, Allegany County, to-wit:

3 hereby certify, That on this 16 th

day of OCTOBB

in the year nineteen Hundred and Fifty -three , before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Paul H. Ritter and Mary A. Ritter, his wife,

the said mortgagers herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of the behad the proper authority to make this affidavit as agent for the said mortgages.

Usun Ness

ny hand and Notarial Seal the day and year aforesaid.

Notary Public.

IBER 300 MGE 581

WHEREAS, the party of the first part is indebted unto the parties of the second part in the full and just sum of Nineteen Thousand Dollars (\$19,000.00), for money this day loaned the party of the first part by the parties of the second part as part of the purchase price, and which said principal sum of Nineteen Thousand Dollars (\$19,000.00), together with interest at the rate of Four Per Centum (4%) Per Annum, the party of the first part agrees to repay within ten (10) years in payments of not less than Two Hundred Dollars (\$200.00) per month, said payments to apply first to interest and the balance to principal. The first of said payments to be due one month from the date hereof and to continue monthly until the full amount of principal and interest is paid.

NOW THEREFORE, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said party of the first part does give, grant, bargain and sell, convey, release and confirm unto the said parties of the second part, their heirs and assigns, the following property, to-alt:

ALL that lot or parcel of ground known as Lot No. 15 in the Bannockburn Addition to the City of Cumberland, Allegany County, Maryland, fronting thirty-five feet on Oldtown Road and more particularly described as follows:

BEGINNING for the same on the North side of Oldtown
Road at the intersection of the North side of said Oldtown
Road with the East side of New Hampshire Avenue, and running
thence with said Oldtown Road, South 47 degrees 30 minutes
East, 35 feet; thence North 42 degrees 30 minutes East, 100
feet to Dorsey Alley; thence with the South side of said
Alley, North 47 degrees 30 minutes West, 60.8 feet to the
intersection of the South side of said Alley with the East

side of New Hampshire Avenue; thence with the east side of said New Hampshire Avenue, South 28 degrees 18 minutes West, 103.1 feet to the place of beginning. Excepting, however, from the above description, all that part of said lot which was conveyed by Frank J. Lueck, et ux., to the Mayor and City Council of Cumberland, by deed dated December 21, 1937, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 179, Polio 529, for the purpose of widening Oldtown Road.

IT HEING the same property which was conveyed unto the party of the first part by the parties of the second part by deed of even date herewith, and recorded among the Land Records of Allegany County, Maryland, immediately preceding this mortgage.

TOOETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said party of the first part, its successors and assigns, does and shall pay to the said parties of the second part, their heirs and assigns, the aforesaid sum of Nineteen Thousand Dollars (\$19,000.00), together with the interest thereon, as and when the same shall become due and payable, and in the meantime does and shall perform all the covenants herein on its part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises, the said party of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said party of the first part hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said parties of the second part, their heirs and assigns, or James Alfred Avirett, their duly constituted attorney or agent, are

1968 300 MG 583

hereby suthorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner

and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public suction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said party of the first part, its successors and assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, its successors and assigns.

AND the said party of the first part further covenants to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagees, their heirs and assigns, the improvements on the hereby mortgaged land to the amount of at least Nineteen Thousand Dollars (\$19,000.00), and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagees, their heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagees, or the mortgagees may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

IN WITNESS WHEREOF, The Allegany Instrument Company,
Inc. has caused this instrument to be executed on its behalf
by its President, with corporate saal attached, duly attested
by its Secretary.

THE ALLEGANY INSTRUMENT COMPANY, INC.

By Harry St

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side of New Hampshire Avenue; thence with the east side of said New Hampshire Avenue, South 28 degrees 18 minutes West, 103.1 feet to the place of beginning. Excepting, however, from the above description, all that part of said lot which was conveyed by Frank J. Lueck, et ux., to the Mayor and City Council of Cumberland, by deed dated December 21, 1937, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 179, Felio 529, for the purpose of widening Oldtown Road.

IT BEING the same property which was conveyed unto the party of the first part by the parties of the second part by deed of even date herewith, and recorded among the Land Records of Allegany County, Maryland, immediately preceding this mortgage.

TOOETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said party of the first part, its successors and assigns, does and shall pay to the said parties of the second part, their heirs and assigns, the aforesaid sum of Nineteen Thousand Dollars (\$19,000.00), together with the interest thereon, as and when the same shall become due and payable, and in the meantime does and shall perform all the covenants herein on its part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises, the said party of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said party of the first part hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said parties of the second part, their heirs and assigns, or James Alfred Avirett, their duly constituted attorney or agent, are

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hereby authorised and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days! notice of the time, place, manner

and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said party of the first part, its successors and assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgager, its successors and assigns.

AND the said party of the first part further covenants to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagees, their heirs and assigns, the improvements on the hereby mortgaged land to the amount of at least Nineteen Thousand Dollars (\$19,000.00), and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagees, their heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagees, or the mortgagees may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

IN WITNESS WHEREOF, The Allegany Instrument Company,
Inc. has caused this instrument to be executed on its behalf,
by its President, with corporate seal attached, duly attested
by its Secretary.

THE ALLEGANY INSTRUMENT COMPANY, INC.

Harry Stern, President

Maria Land



UMER 300 PAGE 584

STATE OF MARYLAND, ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, that on this / 900. day of October, 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared HARRY STERN, President of THE ALLEGANY INSTRUMENT COMPANY, INC., and acknowledged the aforegoing mortgage to be the act and deed of said corporation, and that he is duly authorized to make this acknowledgment; and at the same time also personally appeared WILLIAM L. SHERMAN, one of the within named mortgagees, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year

aforesaid.

October 19, 195

For value received the indersigned hereby assign the within and aforegoin mortgage unto the Second Bational Fault of Cumberland, Maryland.

Witness our hand in seals this ninets

Men Themay 1000

Gettle J. Sterner

This Marigage, made this 19th day of October

year Nineteen Hundred andfifty-three .by and between Charles F. Owens, unmarried, and Baland Corporation, a corporation of the State of Delaware, having its principal place of business in Allegany County, Maryland,

hereinafter called Mortgager s, which expression shall include his or its heirs, personal representatives, successors and assigns where the context so admits or requires, of Allegany County, State of Maryland, part ies of the first part and Cumberland Savings Bank of Cumberland, Maryland, a corporation, and The Liberty Trust Company of Cumberland, Maryland, a corporation,

100R 300 PAGE 585

hereinafter called Mortgagee S , which expression shall include their heirs, personal representatives, successors and assigns, where the context so requires or admits, of Allegany County, State of Maryland, part lesof the second part, witnesseth:

WHEREAS, the said Mortgegors stand indebted unto Cumberland Savings Bank of Cumberland, Maryland, in the full and just sum of Fifteen Thousand (\$15,000.00) Dollers, and The Liberty Trust Compeny of Chimberland, Maryland, in the full and just sum of Fifteen Thousand (\$15,000.00) Dollars, comprising a total indebtedness of Thirty Thousand (\$30,000.00) Dollars, payable one yeer efter dete, with interest at the rate of Five per centum (5%) per ennum, payable monthly, the first of said montly payments of interest to be made one month from the date of these presents, end each month thereafter until this mortgege indebtedness has been paid in full. It is understood end egreed by end between the parties hereto that the parties of the first part shell amortize the within mortgege in payments on principal of not less than Five Hundred (\$500.00) Dollars, payments on principal of not less than five Hundred (\$500.00) Bollars, per month plus interest as aforesaid, which seid montly payment shall be made on or before the 14th day of each of the months of June, July, August, September, October end November of each year, the first of said payments on principal to be made on or before the 14th day of June, 1954, and in each of the designated months thereafter on the 14th day of each of the said months from year to year until the full mortgage indebtedness, together with the interest thereon, shall heve been paid in full. Cumberland Savings Bank of Cumberland, Marylend, end The Liberty Trust Company of Cumberland, Maryland, shall each participate in this mortgege equally, and shall each be entitled to receive one-helf of the interest and principal payments when the seme are made, all es evidenced by two promissory notes, one payable to Cumberlend Sevings Bank of Cumberland, Maryland, for the amount of Fifteen Thousand (\$15,000.00) Dollars, and the other payable to The Liberty Trust Company of Cumberland, Maryland, for Fifteen Thousand (\$15,000.00) Dollers, both with interest es ebove set forth.

NOW, THEREFORE, this deed of mortgage witnesseth that, in consideration of the premises and the sum of One Dollar, in hand paid, the said Mortgagors do hereby bargain and sell, give, grant, convey, release and confirm unto the said Mortgagee s the following property, to-wit:

All of thet lot or parcel of ground known as Lot No. 9 of Hobrock's Addition to Cumberlend, Maryland, situated, lying end being on the West side of Virginia Avenue, in the City of Cumberlend, Allegsny County, Maryland, and more particularly described as follows, to-wit:

BEGINNING et a point on the West side of Virginia Avenue distant 384 feet Southwesterly from the end of the third line of the lot of ground conveyed to Adam Hobrock by Christopher Hoffman by deed dated Februery 4, 1852, end recorded in Liber No. 8, folio 281, of the Land Records of Allegany County, and running thence South 17 degrees West 48 feet; thence North 75 degrees West 139 feet; thence North 17 degrees East 48 feet; thence by e straight line 139 feet to the place of beginning.

It being the same property which was conveyed unto the said Eherles For Owens, unmarried, by Peul C. Owens and wife, by deed deted the 12th day of August, 1953, end recorded in Liber No. 252, folio 453, one of the Land Records of Allegeny County.

ALSO: All thet tract or parcel of ground lying end being in Election District No. 29, on the Easterly side of the Winchester Roed, in Allegeny County, Maryland, end described es follows:

BEGINNING et e steke on the Easterly margin of the Winchester Road at the Northwest corner of the parcel of ground conveyed by Alfred W. Fritz, et ux, to Lawrence A. Rizer by deed deted the 22nd day of Merch, 1948, end recorded in Liber No. 220, folio 694, of the Land Records of Allegany County, Meryland, and running thence with the Easterly margin

of the said Winchester Roed, North 426 feet, end continuing with said side of said roed, North 4-3/4 degrees East 189 feet to a steke; thence leaving seid road and by e new division line, South 86 degrees East 482.5 feet to e point in center of e branch of Warrior Run; thence by said center line, the following eight meandering courses: South 9½ degrees East 85.7 feet, South 42 degrees East 65 feet, South 5 degrees East 126.5 feet, South 28½ degrees East 65.5 feet, South 9 degrees West 42 feet, South 26 degrees East 86.5 feet, South 14 degrees West 64.5 feet, end South 29 degrees West 178 feet; thence leaving said branch, North 80 degrees West 525 feet to the beginning; containing 7.8 acres.

It being the same property which was conveyed to Baland Corporation (incorrectly referred to as Baland Corporation of Allegeny County, Meryland), by Kenneth R. Baker and Sara M. Baker, his wife, by deed dated May 1, 1950, and recorded in Liber 228, folio 700, among the Land Records of Allegeny County, Maryland.

RICEPTING eo much of the ebove described property es was conveyed by Baland Corporation to the State of Maryland for the use of The State Roads Commission, by deed dated August 11, 1953, and recorded in Liber

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253, folio 246, among the Land Records of Alla

ALSO: All of the following described articles of personal property located at the Potomac Drive-In Theatre owned by the Baland Corporation with and located on the East side of the Winchester Road, in Election District No. 29, in Allegany County, Maryland, and described by location on said property, as follows:

1 Marque and letters.

21

2 Kleenex dispensers, 1 Communication Box, 1 Electric Heat, 1 Electric Clock, and 1 Fire Extinguisher.

563 Simplex Speakers, 8 Regular Swings, 4 Child Swings, 6 Seesaws, 1 Merry-go-round, 2 Pionic Tables, 3 Sandboxes and 4 Benches.

1 Latrine, 1 Wash bowl and 1 Commode.

#### PROJECTION AND STORAGE ROOM

2 Gas cans, 1 Water Can, 1 Gold Model "DH" Automatic Rewinder, 2 Simplex Projectors (Serial Nos. 26812 and 26811), 50 gallon Kelvinator Water Heater, 1 Metal Locker and Projector extra parts, 1 Loud Speaker, 1 Record Player (RCA - 45 R. P. M.), 1 3-Speed Record Player W. C., and 1 Large Fan.

1 Wooden desk, 1 Safe, 1 Metal Pile Cabinet, and 1 Adding Machine.

#### LADIES ROOM

1 Metal Locker and janitor supplies, 1 Reed Settee, 1 Reed Chair, 1 Electric Hand Dryer, 1 Garbage Dispenser and 6 Commodes.

#### SNACK BAR

l Sig Ress Roller Grill (hot dogs), 1 Cream Dispenser, 6 Coffee Urns, 3 Coffee Urn Tops, 1 Cory Electric Coffee Stove, 2 Garbage cans (20gal.), 2 Garbage Cans (10 gal.), 2 Toastmaster Roll Warmers, 2 Electric Coke Machines, 1 Baby bottle warmer - Burley, 1 Pop Corn Machine (super star), 1 Supreme Metal Sink, 1 Everhot Sauce Warmer, 1 Cash Register, 1 Hamburger Grill (Griswold), 1 Hotpoint French-Frier, 1 French-Frier Table, and 1 French-fry cutter (Becky Porter).

1 Model A. Motor Tractor and 1 Mower.

1 Drive-In Screen.

It being the property owned by Baland Corporation and used by it in connection with the operation of the said Potomac Drive-In Theatre.

This obligation is also secured by the assignment of a life insurance policy on the life of Charles F. Owens, same being Policy No. 57858 with the George Washington Life Insurance Company of Charleston, West Virginia. Said assignment covers present or future surrender value of said policy.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED that if the said Mortgagor a shall pay to the said Mortgagee a the aforesaid Thirty Thousand (\$30,000.00) - - - - - Dollars,

and in the meantime shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said Mortgagora may occupy the aforesaid property, upon paying, in the meantime, all taxes, assessments, public does and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagor a hereby covenant to pay when legally demandable.

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said Mortgages a or George R. Rughes, therefore a Brooke Whiting, their duly constituted attenuy or agent, is brooky authorized to sail the preservy hereby mortgaged, and to

IMER 300 BAGE 587

giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Cumberland, Allegany County, Maryland, if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling.

The proceeds arising from such sale shall be applied: first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to the payment of all monies due and payable under this mortgage including interest on the mortgage debt to the date of the ratification of the auditor's report; and third, to pay the balance to the said Mortgagors. In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions shall be paid by the Mortgagors to the person advertising.

AND the said Mortgagor s further convenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagees, the improvements on the hereby mortgaged land the amount of the personal property located thereon to the amount of Thirty Thousand dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss, to inure to the benefit of the Mortgagee s to the extent of the ir respective lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagees; and to pay the premium or premiums for said insurance when due.

WITNESS the hand and seal g of said Mortgagor g Angel BALAND CORPORATION By to harles +. Oway Charles P. Owens (SEAL) (SEAL) STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT: I hereby certify that on this 1912 day of\_ October 1953, before me, the subscriber, a Notary Public of the State of Maryland,
Charles F. Owens, President of Baland
in and for said County, personally appeared, Corporation, and acknowledged the aforegoing mortgage to be the act and deed of said corporation, and also said
Charles F. Owens appeared individually and acknowledged the aforegoing
Mortgage to be his act and deed,
Xibookuna zamont Mortgage xxxx. and acknowledged the aforegoing xathemidseck And at the same time, before me, also personally appeared Marcus A. Naughton, Vice President of Cumberland Savings Bank of Cumberland, Maryland, and Charles A. Piper, President of The Liberty Trust Company of Cumberland, Maryland the within named Mortgagees , and made oath in form of the the consideration in said mortgage is true and bona fide as therein set forth.

WITH ESS of And and Notarial Seal the day and year last above written.

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are the terms oparate in the description to the state of the second state of the secon

FILED AND RECORDED OCTOBER 20" 1953 at 12:15 P.M. PURCHASE NOWEY

This Morigage, Made this 1978 day of OCTOBER in the
year Nineteen Hundred and fifty -three by and between
Milton B. Moon and Beulah I. Moon, his wife.

of Allegany County, in the State of Maryland, part.land the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

5

Four Thousand Eight Hundred 00/100 - - (\$4800.00) - -- Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of the per cent. per annum, in the manner following:

By the payment of Thirty-six 72/100 - - (\$36.72) - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgages in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (8) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Flow Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagers do give, grant bargain and sell, convey, release and confirm unto the said mortgages, its successors or assigns, in fee simple, all the following described property, to-wit:

All those lots or parcels of land situated in Allegany County, State of Maryland, which are known and designated as whole Lot No. 49 and part of Lot No. 50, Section C in the Cellulose City Addition as shown on the plat of said addition which is filed among the Plat Records of Allegany County in Liber 1, folio 49 which said lots are particularly described as a whole as follows:

eEGINNING for the same at the intersection of the Westerly side of Moward Street with the Northerly side of Fifth Avenue, and running then North 8 degrees West 45 feet to a point where the partition wall line of the double dwelling extended costerly intersects mid Howard Street, then with said partition wall South 82 degrees West 100 feet to an alley, then along the Easterly side of said alley South 8 degrees East 45 feet to Fifth Avenue, and then along the Northerly side of Fifth Avenue, North 82 degrees East 100 feet to the place of beginning.

BEING the same property which was conveyed unto the parties of the first part by deed of Walter H. Outchall and Lorse M. Cutchall, his , wife, of even date, which is intended to be recorded among the Land Percords of Allegany County, Maryland, simultaneously with the recording of these presents.

UNER 300 PAGE 589

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500,00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that thay will execute such further assurances as may be requisite.

Cogctber with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

End it is Egreed that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgages, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Enothe said mortgagors, further obvenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgage or its successors or assigns, the improvements on the hereby mortgaged land to the amount

of at least Four Thousand Eight Handred 00/100 Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgages, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgages, or the mortgage may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

End the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgages, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgages is hereby authorized, in the event of such default to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgages as follows: (1) to deliver to the mortgages on or before March 15th of each year tax recipts evidencing the payment of all law-fully imposed taxes for the preceding calendar year; to deliver to the mortgages recipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to say and discharge within ninety days after due date all governmental levies that may be made on the mortgagod property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (3) to permit, commit or suffer no

waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagous to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagous—to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation—, other than the mortgagous, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgage's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty consecutive days.

mitness, the hand and seal of said mortgagors .

State of Maruland. Allegany County, to-wit:

I hereby certify, That on this 19 TH day of OC TOBER

in the year nineteen Hundred and Fifty -three a Notary Public of the State of Maryland, in and for said County, personally appeared

Milton R. Moon and Beulah I. Moon, his wife,

the said mortgagors herein and thay acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgages and made oath in due form of law, that the consideration in said mortgage is true and bons fide as therein set forth, and did further make oath in due form of like that he had the proper authority to make this affidavit as agent for the said mortgages. in care

Bowed Lotton Co. Notary Public.

(SEAL)

um 300 MGE 591

FILED AND RECORDED OCTOBER 20" 1953 at 12:15 P.M.

This Morigage, was the 177W day of OCTOBER

year Nineteen Hundred and fifty - three by and between

The LaVele Reptiet Church, a Corporation duly incorporated and existing under and by virtue of the Laws of the State of Maryland.

inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgages.

WITNESSETH:

Unbereas, the said mortgages has this day loaned to the said mortgagors, the sum of Eighteen Thousand Four Handred 00/100 - -- - Dollars

which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 per cent. per annum, in the manner following:

By the payment of One Hundred Tighty-four 00/100 - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgages in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Row Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, release and confirm unto the said mortgagors do give, grant bargain and sell, convey, ng described property, to-wit: And

WHIRTAS, at a business meeting of the congregation of the Levale Beptist Church held on the 27th day of Servage, 1953, a resolution was duly passed by the members of said body corporate suthorizing the borrowing of said money.

FIRST: Said mortgagor hereby conveys all those two lots or parcels of ground known as Lote Nos. 1 and 2 laid off on the National Pike and near the Allegany Grove Camp Meeting Association land and more particularly described as a whole as follows:

BEGINNING for the outlines of Lots Nos. 1 and 2 at a point on the Southeast side of the National Pike distant 30 feet from the end of the second line reversed of a deed from James H. Percy, et al to the Allegany Grove Camp Meeting Association of Allegany County, a corporation, dated November 17, 1891, and recorded among the Land Records of Allegany County, in Liber No. 71, folio 188, and also at the intersection of the said National Pike and a County Road leading from said National Pike to Cresaptown and running then with said National Pike and said second line reversed of said Percey deed, North 64-1/2 degrees East 100 feet, then South 25-1/2 degrees East 150 feet, then South 64-1/2 degrees West 100 feet, more or less, to the sforesaid County Road leading to Cresaptown, and running with and binding on said Road, about 150 feet to the place of beginning on the National Pike.

BEING the same property which was conveyed to the said The LaVale Bentist Church by deed from The Second Baptist Church of Cumberland, Maryland dated the 30th day of June, 1951 and recorded among the Land Records of Allsgany County, Maryland in Liber No. 234, folio 343.

SECOND: All those lots, piecesor parcels of ground lying end being on the Northerly side of the National Turnpike Road leading from Cumberland to Frostburg opposite Allegany Grove in Allegany County, Maryland and perticularly described as follows, to-wit:

BEGINNING for the same at a point on the Northerly side of the

eforessid National Turnpike Rosa, at the end of 222.8 feet on a line drawing South 67 degrees 50 minutes West from the beginning of Lot No. 3 of a series of lote laid out by Walter B. Long, which said Lot No. 3 was conveyed by Archie F. Wilson to Ids W. Frantz by deed dated the escond day of April, 1904 and recorded among the Land Records of Allegany County, Maryland in Liber No. 95, folio 146 said point of beginning being also the old wire fence dividing the property known as the Six Mile House Farm from the property belonging to D. P. Niller and to be conveyed by said D. P. Miller to Everline et al, and running then with said old wire fence North 14 degrees 20 minutes West 140 feet, North 6 degrees 20 minutes West 271 3/4 feet, then South 67 degrees 50 minutes West 93.2 feet to intersect a line drawn North 22 degrees 10 minutes West 93.2 feet to intersect a line drawn North 22 degrees 10 minutes West from the place of beginning, then rerversing said intersecting lines, South 22 degrees 10 minutes East 400 feet to the place of beginning.

THIPD: BEGINWING for the same on the Northerly side of the Wational Pike at a point distant North 12 degrees and 30 minutes West 553 3/h feet South 67 degrees and 50 minutes West 10 feet from the corner of a stone marked H and P 1890 in Allegany Grove which stone is a corner between the land formerly owned by Jacob Humbird and James Percy but now owned by The Allegany Grove Camp Meeting Association which said stone stands Northeasterly 290 feet from the National Turnpike to Cresaptown and 500 feet southwesterly from the Southerly side of the National Turnpike Bouth 67 degrees and 50 minutes West 112.81 feet, then leaving said Turnpike North 1h degrees and 20 minutes West 110 feet with an old wire fence the division line between the property hereby conveyed and the Six Mile House property, then still with said old wire fence and said division line North 6 degrees and 20 minutes West 271 3/h feet, then North 67 degrees and 50 minutes East 19.6 feet, then South 22 degrees 10 minutes East 400 feet to the place of beginning.

BEING the same property which was conveyed unto the LaVale Baptist Church, a Corporation by deed from Hugh M. Wolfe et ux, dated the may of October, 1953, and to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this mortgage.

To have and to bold the above described land and promises unto the said mortgages, its successors and assigns, forever, provided that if the said mortgages, its successors and assigns, do and shall pay to the said mortgages, its successors or assigns, the aforessid indebtedness together with the interest thereas, at said when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein

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But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby accured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigna, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigna; which saie shall be made in manner following to-wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Bnothe said mortgagors, further covenants to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgage or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Fighteen Thousand Four Hundred 00/100 - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgage may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Bnb the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do eshereby set over, transfer and assign to the mortgagos, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgago, and the mortgagos is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, does hereby covenant with the mortgage as follows: (1) to deliver to the mortgage on or before March 16th of each year tax recipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgage recipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levice that may be made on the mortgage discovery, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or saffer no waste, impairment or deterioration of said property, or any part thereof, and upon the fallure of the mortgageor to keep the buildings on and property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the fallure of the mortgage. To comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to forcelose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to forcelose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver as herein provided; (3) and the holder of this mortgage's written consent, o

WITHES the Levele Baptist Church and the signatures of its President and Board of Trustees with the corporate seal attached.

The LaVete Baptist Church BY Donald B. McGill, Francisent and Chairman of the Board of Trustees (SEAL) BOARD OF TRUSTEES (SEAL) Soloph d. Snov Nov G. F. Frith, Frestor

THE 300 MG 594

STATE OF MARYLAND TO-WIT:

I HYREBY CERTIFY, that on this / Fry day of October, 1952, before me, the subscriber, personally appeared Donald B. McGill, Fresident and Chairman of the Roard of Trustees of the Levels Haptist Church and Frank J. Byer, Ira Ray Mine, Vernon I. Certer and Joseph I. Shoke, Mustees and Rev. C. F. Frith, paston and each acknowledged the accepting or types to be the act and dead of said corporation.

MY COMMISSION EXPIRES May 2, 1915

State of Maryland, Allegany County, to-wit:

3 hereby certify, That on this 1974 day of OCTOBER

in the year nineteen Hundred and Fifty - THREE , before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared

WITNESS my hand and Notarial Seal the day and year aforesaid.

De that

on 300 mas 595

This Martinar, Made this 19 th day of October.

in the year Ninedeen Hundred and Fifty -three by and

Rarl F. Dick and Geraldine M. Dick, his wife, and Margaret C. Rosmer.

Widow, of Allegany County, in the State of Maryland.

part 16 a. of the first part, hereinafter called mortgagors, and Home Building and Loan Association, Incorporated, a corporation incorporated under the laws of the State of Maryland, of Allegany County, in the State of Maryland, party of the second part, hereinafter called mortgages. WITNESSETH:

URDECATS, the said mortgages has this day loaned to the said mortgager a , the sum of

which said sum the mortgagor agree to repay in installments with interest thereon from the date hereof, at the rate of six per cent, (6%) per annum, in the manner following:

By the payments of THENTY-SIX

on or before the first day of each and every month from the date hereof, until the whole of said
principal sum and interest shall be paid, which interest shall be computed by the calendar month,
and the said installment payments may be applied by the mortgages in the following order: (1) to
the payment of interest; and (8) to the payment of the aforesaid principal sum.

The due execution of this mortgage having been a condition precedent to the granting of said advance.

BOW EDETEFORE, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prempt payment of the said indebtedoese at the maturity thereof, together with the interest thereon the said mortgagors do give, grant, bargain and sell, convey, release and confirm unto the said mortgagors, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot, piece or purcel of ground located in Section
"A" of Gellulose City Addition, near Greenptown, in Allegany County,
Maryland, known and distinguished as Lot No. 207, the plat being
filed in Plat Book No. 1, page 45, and more particularly described
as follows:

ABOUNTHO at a pop on the South eide of Cumberland Street (Also called U. S. Route Ho. 880 or Mebblion Bouleverd) at the intersection of said street with a test foot alley, and running thence with said street Borth eixty-two degrees fourteen minutes East two and five-tenths feet to Broadway, and with said Broadway South thirty degrees forty minutes East one hundred and forty-three and seventy-five hundred; he feet to an alley, and with said alley Bouth eighty-two degrees West fifty-town and six-thenthe feet to amother ten foot alley, and Fifth said alley Borth size degrees West one hundred and

# 300 mg 596

thirty-one and eighty-five hundredths feet to the place of Backwillo.

This being the same property which was conveyed by Margaret C. Rosmer, Widow, unto the said Karl F. Dick and Geraldine Dick. his wife, by deed dated the 20th, of October, 1950, and recorded among the Land Records of Allegeny County, Maryland, in Liber 23/, folio 4// .... print are him to the contract the contract to t

The above described property is improved by a one story frame bungelow of five rooms and bath.

It is covenanted and agreed by the parties hereto that this mortgage may secure future advances to be made at the mortgages's option, prior to the full payment of the mortgage debt but not to exceed in the aggregate the sum of Five Hundred Dollars (\$500) nor to be made in an emount which would make the mortgage debt exceed the original amount thereof, as provided by Article 66, Section 2, of the Annotated Gode of Maryland.

Margaret C. Rosmer, Widow, for value received joins in this mortgage and note intending thereby to bind herself personally and unconditionally to pay the same.

The said mortgagers hereby warrant generally to, and covenant with, the said mort-gages that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and excembenness, except for this mortgage herein, and do

covenant that they will execute such further assurances as may be requisite.

ogether with the buildings and improvements thereon, and the rights, roads, wars, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to bold the aforesaid parcel of ground and premises unto the said mort-

gagee, its successors and assigns, forever, provided that if the said morigagers , that wheirs, executors, administrators or assigns, do and shall pay to the said morigages, its successor assigns, the aforesaid indebtedness together with the interest thereon, as and when the shall become due and payable, and in the meantime do and shall perform all the covenants be on the lipart to be performed, then this mortgage shall be void.

But it is Egreeb that until default be made in the premises, the mid mortgagers hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessment public liens levied on said property, all which taxes, mertgage debt and interest thereon, the mortgager a hardry covenant to pay when legally decreasiable.

shall be allowed and paid by the mortgagore \_that y\_representatives, helps or need

## INCR 300 MG 597

when issued and the premium receipts therefor to the mortgages, to when the said policies shall be made payable as their interest may appear; (2) to pay all taxes, water rents and assessments which may be assessed or levied or imposed upon the said premises within at least thirty days after the same become due or payable, and to produce the receipts for such payments within that time to the mortgages (3) and in the event of any faiture to effect and pay for such insurance or to pay such taxes, water rents and assessments as aforesaid, or any part thereof, that then and in either or any such event, the mortgages may effect and pay for such insurance and pay such taxes, water rents and assessments, and the sum or sums so paid shall be deemed a part of the principal debt hereby secured and shall bear interest at the same rate, and the same shall be immediately due and payable and collectible with and in the same manner as the said principal debt; (4) to permit, commit or suffer no wests, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgages to keep the buildings on said property in good condition or repair, the mortgages may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagos to comply with said demand of the mortgages for a period of thirty days shall constitute a breach of this mortgage, and apply for the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgages, and apply for the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to th

Witness, the hand and seal of the said mortgager . Attention a. Centher Could for Dick. (SEAL)

Seri V. Dick Dick (SEAL)

Opposition M. Biological (SEAL)

Margaret C. Roemer (SEAL) State of Maruland. Allegany County, to-wit: I hereby certify, That on this 1700. day of Ontober, in the year ninoteen hundred and fifty -three subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Earl F. Dick and Geraldine M. Dick, his wife, and Margaret C. Rosmor, Widow, the said mortgagers herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared Thomas Lohr Bichards.

Attorney and agent for the within named mortgages and made oath in due form of law, that the consideration in said mortgage is true and bons fide as herein set forth, and did make eath in due form of law thin by had the proper authority to make this affidavit as agent for the said mortgages. my hand and Notarial Seal the day and year aforesaid. Rosin a Better

PILED AND RECORDED OCTOBER 21" 1953 at 2:20 P.M. PURCHASE MONEY

This Mortgage,	Made this 2 OTH day of	OCTOBER	in the
year Nineteen Hundred and fif			
Paul A. Boslay	and Hegel V. Bosley.	his wife,	
	County, in the State of Mary		
inafter called mortgagors, and corporate, incorporated under t			
land, party of the second part,			

Two Thousand Three Hundred Eighty-nine 00/100 - - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 6 per cent. per annum, in the manner following:

WITNESSETH:

By the payment of Thirty-four 90/100 ---- (\$34.90) - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgages in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Flow Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at L.e maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagoe, its successors or sasigns, in fee simple, all the following described property, to-wit:

All that lot, piece or parcel of ground lying and being on the Easterly side of Donna Street known and designated as Lot No. 15, Section No. 2 in Pellegrine's Addition to Westernport, Allegany County, Maryland, a plat of which said addition is recorded in Liber No. 1, folio 109 one of the Plat Records of Allegany County, Maryland, which said lot is more particularly described as follows, to-wit:

BEGINNING for the same on the Easterly side of Donna Street at the end of the first line of Lot No. 14, Section No. 2 in said addition, and running then with said street South 15 degrees 28 minutes East 50 feet, then North 74 degrees 32 minutes East 158 feet, then North 15 degrees 28 minutes West 50 feet to the end of the second line of said Lot No. 14, and then with second line reversed South 74 degrees 32 minutes West 158 feet to the place of beginning.

BRING the same property which was conveyed unto the parties of the first part by deed of A. Devey Pellegrine and Elene Pellegrine, his wife, of even date, which is intended to be recorded among the Land Pacords of Allegany County, Maryland simultaneously with the recording of these presents.

### LOR 300 RE599

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional colinteral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgages that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to bold the above described iand and premises unto the said mortgages, its successors and assigns, forever, provided that if the said mortgager e, thair heirs, executors, administrators or assigns, do and shall pay to the said mortgages, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein orthair part to be performed, then this mortgage shall be void.

And it is Egreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagora hereby covenant to pay when legally demandable.

But in case of defauit being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whoie or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt Intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of saie in some newspaper published in Cumberland, Maryland, which said saie shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Enothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least. Two Thousand Three Hundred Eighty-nine 60/100 - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgages, its successors or assigns, to the extent of its ilen or claim hereunder, and to place such policy or policies forthwith in possession of the mortgages, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Bind the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgages, its successors and assigns, all rents, issues and profits accruing or failing due from said premises after default under the terms of this mortgage, and the mortgages is hereby authorized, in the event of such default to take charge of said property and collect all rests and issues therefore meaning such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortragers, for themselves and their heirs, and percentages on or lefter March 16th of the text regions of collections of the preceding calendar year; to deliver to the mortgages recipts evidencing the payment of all lens for the preceding calendar year; to deliver to the mortgages recipts evidencing the payment of all lens for the preceding calendar year; to deliver to the mortgages recipts evidencing the payment of all lens for the mortgages recipts evidencing the payment of all lens for the mortgages of the mortgage or note, or in one of the mortgages or note, or in one of the mortgages; (2) to permit, commit or suffer no

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waste, impairment or deterioration of said property, or any part thereof, and upon the failure of mockgaror \$ to keep the buildings on said property in good condition of repair, the mortgages domand the immediate repair of said buildings or an increase in the amount of security, or immediate repayment of the debt hereby secured and the failure of the mortgager \$\frac{1}{2}\$ to co with said demand of the mortgagee for a period of thirty days shall constitute a breach of mortgage, and at the option of the mortgagee, immediately mature the entire principal and inthereby secured, and the mortgagee may, without notice, institute proceedings to foreclose mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the hof this mortgage in any action to foreclose it, shall be entitled (without regard to the adequation any security for the debt) to the appointment of a receiver to collect the rests and profits of premises and account therefor as the Court may direct; (4) that should the title to the herein mangaged property be acquired by any person, persons, partnership or corporation—other than mortgagers, by voluntary or involuntary grant or assignment, or in any other manner, with the mortgager's written consent, or should the same be encumbered by the mortgagors, their had personal representatives and assigns, without the mortgage's written consent, then the wof said principal sum shall immediately become due and owing as herein provided; (5) that whole of said mortgage debt intended hereby to be secured shall become due and demandable a default in the payment of any monthly installments, as herein provided, shall have continued thirty days or after default in the performance of any of the aforegoing covenants or condition thirty consecutive days.

Wiftress, the hand and seal of said mortgagors.

Attest: decrease calquit and a

HERVY 1

State of Maryland, Allegany County, to-mit:

I hereby certify, That on this 20TH day of OCTOBER in the year nineteen Hundred and Fifty \_\_ three

a Notary Public of the State of Maryland, in and for said County, personally appear

Paul A. Bosley and Hazel V. Bosley, his wife,

the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgages and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgages.

Sand and Notarial Seal the day and year afore

Notary Public.